1961

February 1st 1927.

Mr. Charles F. Catlin,
570 Seventh Avenue,
New York City.

Dear Mr. Catlin:

I beg to acknowledge receipt of your check drawn to the order of D.W.Griffith, Inc. for $1676. by G.E.E. Corporation under date of January 31st 1927 in payment of semi-annual interest due February 1st 1927 on mortgage of G.E.E.Corporation to D.W.Griffith, Inc. dated February 1st 1926, principal of which is $67,000.

Thanking you for this check, I remain

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#15

Manufacturers Trust Company

513 Fifth Avenue corner 43rd Street
New York, N.Y.

February 1, 1927.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

We are in receipt of your letter of January 31, enclosing check for $500. to be credited to the account of the G. & H. Pictures Corporation.

Thanking you, we are

Yours very truly,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

(OFFICE)

This Indenture, made the 1st day of February 1927

LANDLORD. between [redacted], incorporated under the laws of the State of [redacted], hereinafter called "Landlord," and

TENANT. MILBUS REALTY CORPORATION,

hereinafter called "Tenant."

Witnesseth: That the Landlord hereby leases to the Tenant, and the Tenant hereby hires from it as Landlord, Rooms 1108 and 1109

PLACE. in the eleventh story of the building at the Northeasterly corner of Broadway and 42nd Street, in the Borough of Manhattan, City of New York,

TERM. for the term of Fifteen (15) Months (or until the said term shall sooner cease under the provisions hereof), to commence on the 1st day of February nineteen hundred and twenty-seven and to end at noon on the 30th day of April, nineteen hundred and twenty-eight, at the [redacted] rental of

RENT. One Hundred and Seventy-five ----------

dollars ($ 175.00), lawful money of the United States, which the Tenant covenants to pay to the Landlord at its principal office in the City of New York, in equal monthly instalments in advance on the first day of each month during the said term.

This lease is subject to all present or future mortgages of deeds of trust affecting the leased premises.

This letting is upon the following express conditions, each of which the Tenant covenants will be observed and performed throughout the said term, and any violation of any thereof, if followed by written notice so declaring, given by the Landlord or its duly authorized agent and served upon the Tenant or left upon the leased premises, shall terminate the estate hereby granted and the term hereby granted shall thereupon cease and expire, that is to say:

CONDITIONAL LIMITATIONS. 1. The premises hereby leased shall be used and occupied by the Tenant as its office for the transaction of its business as legal and accounting and Real Estate and for no other purpose.

2. Without the prior written consent of the Landlord the term hereby leased shall not be assigned, nor shall any right or interest thereto or therein be conferred on or vested in anyone other than the Tenant, whether by operation of law or otherwise, nor shall the Tenant let, underlet, or permit the leased premises or any part thereof to be used by others for hire.

3. The Tenant shall not make any alterations in, additions or improvements to the leased premises without the prior written consent of the Landlord.

4. The Tenant and the clerks, servants, agents and visitors of the Tenant shall faithfully comply with and observe the rules and regulations hereinafter set forth or hereafter to be made in accordance with the provisions of this lease.

5. No cigars, cigarettes, tobaccos or smokers' articles, theatre or other amusement tickets, men's, youths', boys' or male children's ready-to-wear outer garments, newspapers, magazines or periodicals, shall be sold, handled, distributed, advertised or displayed on or from the leased premises; nor shall the business of a public barber shop or manicuring or chiropodist establishment, or of stenography, typewriting, multigraphing, mimeographing, or any similar occupation, be permitted or carried on or advertised on or from the leased premises, nor shall there be erected, placed, maintained or in any way permitted or suffered upon the leased premises or any part thereof any livery stable, slaughter house, distillery or any manufactory for the making of gunpowder, soap, candles, starch, varnish, vitriol, glue, ink, turpentine or other chemical preparations, or any factory for tanning, dressing or preparing skins, hides or leather, or any sugar manufactory, bakery, steam engine, furnace, smith shop, forge, brass factory or foundry, or nail or other iron foundry or factory, or any other dangerous, noxious or offensive trade or business whatsoever, or any hotel or apartment house, or cafe or restaurant; and no part of the leased premises shall at any time be actually appropriated, used or occupied to or for any other use than that defined in Condition number 1, above.

The parties covenant as follows:

DESERTION. First.—In case the leased premises shall be deserted or vacated, the Landlord shall have the right and authority to enter the same as the agent of the Tenant, either by force or otherwise, without being liable to any prosecution therefor, and to relet the same as the agent of the Tenant, and receive the rent therefor, and to apply the same to the payment of the rent due hereunder, holding the Tenant liable for any deficiency.

TENANT'S CARE. Second.—The Tenant shall take good care of the leased premises and the fixtures therein, and, at the expiration or other termination of the term, shall surrender the said premises and fixtures in as good condition as reasonable use will permit. All injury to the building or fixtures caused by moving the property of the Tenant in or out of the said building, and all breakage or other injury done by the Tenant or the agents, clerks, servants or visitors of the Tenant, as well as any damage caused by the overflow or escape of water, steam, gas, electricity or other substance, due to the negligence of the Tenant, or the agents, clerks, servants or visitors of the Tenant, shall be repaired by the Landlord at the expense of the Tenant. The cost thereof shall be determined on statements rendered by the Landlord to the Tenant, and the sum so determined shall be payable to the Landlord upon delivery of such statement, and if not paid within ten days thereafter, the said sum shall become so much additional rent for the succeeding month, payable with the instalment of rent next becoming due, and collectible as such.

ALTERATIONS

Third.—All alterations, additions or improvements upon the leased premises or the building made by either party (except movable furniture put in at the expense of the Tenant and removable without defacing or injuring the building or leased premises) shall become the property of the Landlord, and shall remain upon and be surrendered with the premises as a part thereof at the end of the term without disturbance, molestation or injury.

FIRE

Fourth.—In case of injury to the leased premises or appurtenances by fire or other casualty, the Tenant shall give immediate notice thereof to the Landlord. If the leased premises shall be damaged by fire or other casualty without the fault or neglect of the Tenant, or the agents, clerks, servants or visitors of the Tenant, the injury shall be repaired as speedily as possible after such notice at the expense of the Landlord; but if, without such fault or neglect, the leased premises shall be rendered untenantable by the elements or any other casualty, the rent shall cease until the same shall be repaired as aforesaid. If, without such fault or neglect, the building shall be destroyed by the elements or any other casualty, or so nearly destroyed as to require rebuilding, the rent shall be paid up to the time of such destruction, and from thenceforth this lease shall cease and come to an end. No compensation or claim will be allowed by the Landlord by reason of inconvenience, annoyance or injury to business arising from the necessity of repairing any portion of the building, however the necessity may occur.

DAMAGE

Fifth.—The Landlord shall not be liable for any damage to any property or person at any time in the leased premises or in said building from steam, gases or electricity, or from water, rain or snow, whether they may leak into, issue or flow from any part of said Building, or from the pipes or plumbing works of the same, or from any other place or quarter. The Tenant shall give to the Landlord or to its agent prompt written notice of any accident to, or defect in, the water pipes, gas pipes, warming apparatus or electric wires, and the same will be remedied by the Landlord with due diligence, subject to the provisions of the paragraph numbered Second, above.

ELEVATORS, HEAT, LIGHT, AND JANITOR SERVICE.

Sixth.—The Landlord covenants that at its expense passenger elevators will be run on business days from 8 a. m. to 6:30 p. m., and that one elevator will be subject to call during other hours of the business days and on Sundays and holidays; that at its expense its janitor will clean and keep in order the leased premises, it being understood and agreed between the parties hereto that no person or persons other than the said janitor, and his assistants will be permitted to enter the leased premises for such purpose; that at its expense it will furnish heat to warm the halls and offices from the 10th day of October to the 1st day of May in each year, if necessary, and a reasonable amount of artificial light for lighting the same; but the Landlord shall not be liable for any failure to supply such elevator, heating, lighting or janitor service not due to gross negligence on its part; nor shall the Landlord be responsible to the Tenant for loss of property in or from said leased premises, or for any damage done to furniture or effects therein, however occurring. The Landlord reserves the privilege of stopping the service of the heating, elevator, water or lighting systems at such times as may be necessary by reason of accident, repairs, alterations or improvements desirable or necessary to be made until such time as said repairs, alterations, or improvements shall have been completed, or whenever the Landlord after the exercise of ordinary diligence is unable to furnish such service by reason of invasion, insurrection, riots, strikes, order of any military, civil or governmental authority or by reason of any shortage of fuel or of necessary supplies due to any extraordinary market conditions or by reason of any other cause not directly controlled by the Landlord.

INSPECTION.

Seventh.—The Owner of the land upon which the leased premises are located and Landlord or its agents shall have the right to enter the leased premises at reasonable hours in the day to examine the same, or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to applicants to hire, and to put on them the usual notices "To Let" or "For Sale," which said notices shall not be removed or interfered with by the Tenant during the six months next preceding the time of the expiration of this lease.

REPAIRS.

Eighth.—The Landlord covenants to keep the unleased portions of the said building in good and substantial repair, so far as concerns the Tenant; but no liability to the Tenant shall accrue under this covenant until the Tenant has given notice in writing to the Landlord or its agent of the specific repairs required to be made, and nothing herein contained shall affect the liability of the Landlord in case of the destruction of the building or the leased premises or injury to the same by fire or other casualty.

RULES AND REGULATIONS.

Ninth.—The Tenant covenants that the following rules, regulations and stipulations and such other and further rules and regulations as the Landlord may make, being in its judgment needful for the safety, care or cleanliness of the building and premises or the comfort of the tenants, shall be faithfully observed and performed by the Tenant and by the clerks, servants, agents and visitors of the Tenant, unless waived by the Landlord, that is to say:

The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used for any other purpose than ingress and egress to and from the respective stores or offices.

The sashes, sash-doors, windows, glass floors and any lights or skylights that reflect or admit light into the halls or other places of said building, shall not be covered or obstructed. The water and wash closets and urinals shall not be used for any other purpose than those for which they were constructed, and the expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the tenant or tenants, who, or whose clerks, agents, servants or licensees shall have caused it. No tenant shall mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work.

No sign advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the building, except on the window glass and on the directories and sash-doors of offices, and to be of such size, color and style as the Landlord shall determine.

The workmen of the Landlord must be employed by tenants for repairs, painting, lettering and other similar work that may be done on the demised premises.

No tenant shall do or permit anything to be done on said premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on said building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them or those having business with them; or conflict with the regulations of the Fire Department, or the fire laws, or with any insurance policy upon said building or part thereof, or with any rules or ordinances established by the Board of Health or other governmental authority. No tenant shall use any other method of heating than that supplied by the Landlord.

The Landlord shall have power to prescribe the weight and position of safes, which shall in all cases stand on two-inch thick plank strips to distribute the weight. All damage done to the building by taking in or putting out a safe, or due to its being on the premises, shall be repaired at the expense of the tenant. Safes shall be moved only between 7 a. m. and 9 a. m. and between 4 p. m. and 6 p. m., upon previous notice to the janitor, and the persons employed to move the safes in and out of the building must be acceptable to the Landlord. No freight, furniture, or bulky matter of any description will be received into the building, or carried in the elevators, between the hours of 9 a. m. and 4. p. m.

No tenant shall cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in its premises and in the building.

Nothing shall be thrown by the tenants, their clerks, servants or licensees out of the windows or doors, or down the passages of the buildings. No animals or birds shall be brought or kept in or about the building.

All entrance doors to offices shall be kept closed at all times. Entrance doors must not be left standing open.

The tenants shall use, exclusively, at its own expense, the towel and drinking water service which shall be supplied by those concerns designated by the Landlord.

DEFAULT.

Tenth.—The Tenant further agrees that its covenants and agreements herein contained shall be deemed conditions as well as covenants, and that if default be made in any of such covenants or agreements, this lease shall become null and void thereupon if the Landlord so elect, and shall at any time thereafter give notice accordingly, and thereupon this lease and the term and estate hereby granted shall immediately cease and expire, and the Landlord shall have the right to re-enter the leased premises either by force or otherwise, and dispossess and remove therefrom the Tenant or other occupants thereof and their effects, to store at the cost of the Tenant any personal property then on the leased premises, and to hold said premises as if this lease had not been made; and the Tenant hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end. In case of such default and entry, or in case the term shall cease upon breach of any of the conditions of this lease and notice as aforesaid, or in case the term shall be dispossessed by or at the instance of the Landlord for any cause, the rent shall be paid up to the time of such re-entry, disposition or cessation of the term, pro rata, and thereafter, at the end of each month until the date hereinabove specified for the end of the full term provided for herein, the Tenant shall pay to the Landlord the deficiency of the net receipts by the Landlord up to that time for rent of said premises (after deducting from the gross receipts the expenses of every kind of the Landlord in connection with letting said premises, and all other costs and payments which in accordance with the terms of this lease would have been borne by the Tenant) as compared with the full amount receivable by the said Landlord up to that time for such rent under the foregoing provisions hereof; but such payments shall be returned to Tenant at the end of the period herein specified for said full term, so far as may be out of any excess of rents received by the Landlord from said premises over the rents receivable according to the said provisions during said period. No right of redemption shall be exercised under any present or future law in case the Tenant shall be dispossessed for any cause, or if the Landlord shall in any other manner obtain possession of the premises in consequence of the violation of the covenants of the Tenant herein contained. The Landlord may restrain any threatened breach of the covenant to observe the conditions of this lease or of any other covenant herein contained; but the mention herein of any particular remedy shall not preclude the Landlord from any remedy he might have either in law or equity; nor shall consent to one act, which would otherwise be a violation, or waiver of, or redress for, one violation, either of covenant or condition, prevent subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

BANKRUPTCY CLAUSE.

Eleventh.—If the Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of his or its creditors, or take advantage of any insolvency act, the Landlord may, if it so elect, at any time thereafter terminate this lease for the term thereof, by giving to the Tenant five days' notice in writing of its intention so to do and upon the giving of said notice, this lease and the term thereof shall terminate, expire, and come to an end, as if said date was the original date affixed in this lease for the termination or expiration thereof. That said notice may be given by mail to the Tenant addressed to the demised premises.

SECURITY CLAUSE

apply as rent for last month of this lease

Twelfth.—The Tenant has this day deposited with the Landlord the sum of $175 Dollars as security for the full and faithful performance by the Tenant of all the terms and conditions upon the Tenant's part to be performed, which said sum shall [redacted], provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on his or its part to be performed.

EXTENSIONS OF TERM.

Thirteenth.—The parties hereto agree that if this lease shall not be terminated before the end of the term hereinbefore provided for, and if the parties shall not at least 30 days before the end of said term agree in writing with respect to a further lease of said premises or part thereof, and the Tenant shall not at least 30 days before the end of said term notify the Landlord in writing that he will not extend this lease, and if thereupon the Landlord shall notify the Tenant in writing at least 20 days before the end of said term that it elects to extend this lease for one year; then this lease and the term thereof shall thereupon and thereby be extended for one year beyond said full term, upon the same terms and with the same effect as if the date to which it is so extended had been herein stated as the date for the end of the full term hereof, and so that at the end of such extended term this lease and the term hereof shall, upon the like conditions be subject to further like extensions for one year, and so from year to year upon the like conditions at the end of each such extension of term; and either party will on request of the other deliver to it a proper written memorandum or acknowledgment of such extension. If the lease made by James Roosevelt, Douglas Robinson and Nicholas Biddle, as Trustees under the will of William Astor, deceased, to The Broadway Corner Company dated December 2, 1909, which lease has been assigned by The Broadway Corner Company to the Landlord, shall not be renewed for a term extending beyond May 1, 1930, this lease, if the term thereof might otherwise extend beyond May 1, 1930, shall cease and expire on April 30, 1930, notwithstanding anything to the contrary herein.

NOTICE.

Fourteenth.—Any notice, demand or communication hereunder to the Tenant shall be validly and sufficiently served, given or made if mailed by registered mail with postage prepaid addressed to the Tenant at the leased premises.

And it is agreed that the provisions hereof shall bind and enure to the legal representatives, successors and assigns of the parties.

In Witness Whereof this indenture has been duly executed by the Landlord and by the Tenant the day and year first above written.

[redacted]
D. W. Griffith, Inc.
By Albert L. Gray V.P.
Pres.

Attest:

Secretary

MILGUS REALTY CORP.

Executed by Tenant in the presence of:

[L. S.]

By W. P. McLeish
Pres.

Rayman A. Rhum

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty-
before me personally came , to me known, who being by me duly sworn did depose and say that he resides in ; that he is the of Longacre Improvement Corp., the corporation described in and which executed the foregoing instrument as Landlord; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty-
before me personally came , to me known, who being by me duly sworn did depose and say that he resides in ; that he is the of the corporation described in and which executed the foregoing instrument as Tenant; that he knew the seal of said corporation; that the seal affixed to such instrument was such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order.

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty-
before me personally came , to me known to be the individual described in and who as Tenant executed the foregoing instrument and acknowledged that he executed the same.

For value received and in consideration of the giving of the within lease, the undersigned guarantees to the Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, without requiring any notice of non-payment, non-performance or non-observance, or proof or notice or demand whereby to charge the undersigned therefor, nor shall failure of the Landlord to enforce its rights against the Tenant, or concessions made by the Landlord to the Tenant, or any agreement or consent of the Landlord to any modification or change (except increase of rent) of the terms of said lease affect the liability hereunder.

Room No. 1108 - 1109

LONGACRE IMPROVEMENT CORPORATION

TO

Lease.

Date 2/1/27

Term 15 MO.

From 2/1/27

To 4/30/28

Annual Rent $175-PER MO.

Payable MONTHLY IN ADVANCE

January 19th, 1927.

The Milgus Realty Corp.,
1108 Longacre Bldg.,
New York City.

Gentlemen:

We hereby agree to furnish for your use, during the term of the lease dated Feb 1st, 1927, of which this is a part, the following articles of furniture and equipment. The rental price which you shall pay for this furniture and equipment is included in the sum mentioned on the face of the lease that is one hundred and seventy five dollars per month which sum also includes rental price of the offices described in the lease as #1108 and #1109.

You hereby agree that this furniture and equipment will not be defaced or destroyed or removed from the premises and at the termination of your lease, it shall be returned to us in the same condition, allowing for necessary and reasonable wear, as it is now.

1 double mahogany desk
1 single mahogany desk
1 stenographers mahogany desk
1 antique table
1 leather apholstered desk chair
1 oak desk chair
7 mahogany office arm chairs
2 stenographers chairs
7 plain mahogany office chairs
1 mahogany library cabinet
2 coat trees
1 steel supply cabinet
2 steel filing cabinets (Letter size)
1 small steel safe.
2 rugs in poor condition.
2 desk lamps (One without shade)

It is understood that this is a part of and is to be attached to the lease dated Feb. 1, 1927, between the parties represented below.

MILGUS REALTY CORP. D.W.GRIFFITH INCORPORATED.

By Mr. McSeigh Prest. By Albert L. Grey VICE PRES.

CHICAGO PENNSYLVANIA 7400

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL
SCENIC
SCIENTIFIC
COMEDY
MOTION PICTURES

EDUCATIONAL FILM EXCHANGES INC.
Educational Pictures
"The Voice of the Program"

EXECUTIVE OFFICES
PENN TERMINAL BUILDING
370 SEVENTH AVENUE

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1203 BROADWAY
ATLANTA, GA.
97 WALTON STREET
BOSTON, MASS.
21 BROADWAY AT RICHMONT
BUFFALO, N. Y.
906 PEARL STREET
CALGARY, ALTA., CAN.
325 EIGHTH, WEST
CHARLOTTE, N. C.
327 NO. TRADUM STREET
CHICAGO, ILL.
520 S. WABASH AVENUE
CINCINNATI, OHIO
BROADWAY FILM BUILDING
CLEVELAND, OHIO
307 FILM BUILDING
DALLAS, TEXAS
1016 SO. HARWOOD STREET
DENVER, COLO.
2144 CHAMPA STREET
DES MOINES, IA.
1005 HIGH STREET
DETROIT, MICH.
626 FILM BUILDING
INDIANAPOLIS, IND.
139 W. MICHIGAN STREET
KANSAS CITY, MO.
120 W. 12TH STREET
LOS ANGELES, CAL.
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LOUISVILLE, KY.
917 WEST JEFFERSON STREET
MILWAUKEE, WIS.
210 ELEVENTH STREET
MINNEAPOLIS, MINN.
418 LOEB ARCADE
NEW HAVEN, CONN.
194 MEADOW STREET
MONTREAL, QUE., CAN.
12 MAYOR STREET
NEW ORLEANS, LA.
418 DRYADES STREET
NEW YORK, N. Y.
729 SEVENTH AVENUE
OKLAHOMA CITY, OKLA.
114 SO. HUDSON STREET
OMAHA, NEB.
1508 DAVENPORT STREET
PHILADELPHIA, PA.
1309 VINE STREET
PITTSBURGH, PA.
1014 FORBES STREET
ST. JOHN, N. B., CAN.
39 WATERLOO STREET
SALT LAKE CITY
214 E. 1ST SOUTH STREET
ST. LOUIS, MO.
3334 OLIVE STREET
SAN FRANCISCO, CAL.
288 TURK STREET
SEATTLE, WASH.
2002 THIRD AVENUE
TORONTO, ONT., CAN.
277 VICTORIA STREET
VANCOUVER, B. C., CAN.
553 GRANDVILLE STREET
WASHINGTON, D. C.
926 NEW JERSEY AVENUE, N. W.
WINNIPEG, MAN., CAN.
5TH FLOOR, FILM EX. BLDG.

LONDON, ENGLAND
76 WARDOUR STREET, W. 1

NEW YORK February 3, 1927.

D. W. Griffith, Inc.,
1474 Broadway,
New York City.

Gentlemen:

The enclosed check for $8,857.13 is in payment of mortgage interest as follows:

6 mos. to 2/4/27 on	$355,000 @ 5%		$8,875.00
Less 9 days "	14,500 "	Pd.1/26/27	17.87
			$8,857.13

Please acknowledge receipt to the writer at Room 1212, 370 Seventh Avenue, New York City.

Yours very truly,
EDGEWATER POINT, INC.

J. W. Toone

Assistant Treasurer.

JWT:TM
Enc.

Walter Woolf
Two ninety Riverside Drive
New York

Feburary 4th, 1927

Mr. D.W. Griffith,

c/o Astor Hotel,

New York City, New York.

My Dear Mr. Griffith,;

It is with a great deal of pleasure and expectancy, that I write you and remind you of our appointment to make a test picture some time next Tuesday.

I trust that you have not forgotten our conversation on the stairway of the Astor Hotel. My address is either The 44th Street Theatre, or the above.

Thanking you for your kind interest and looking foward to meeting you again, I am

Cordially yours,

Walter Woolf

WW;EB

February 4th, 1927.

H.A.Powers,
723 Seventh Ave.,
New York City.

Dear Sir; Attention of H.A.Pout.

We are enclosing herewith our check in the amount of $5.04 which is in payment of the interest on our note which matured on Feb. 1st, 1927.

Will you kindly return all of the cancelled notes in connection with this matter.

We were of the opinion that certain papers in connection herewith were in your possession, however we find that they are in our office.

We thank you for your continued kindness in this matter.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

Ks. By

Progress must always depend upon men of imagination to create ideas which are sound and the direction which is safe, for true progress does not proceed from mere men of action.

California Graphic
(Pictorial)

Title Registered in U. S. Patent Office.
Entered as second-class matter March 5, 1926, at the Postoffice at Los Angeles, California, under Act of March 3, 1879.
Published every other Saturday by California Graphic, Inc., Los Angeles Office: 1255 South Olive Street.
Address all communications to California Graphic Publishing Co., Post Office Box 3117.
GUY W. FINNEY ..... Editor and Publisher GLADYS H. WALFORD ..... Secretary
H. H. STRUBHAR ..... Treasurer

In an age when all men desire admiration, and few deserve it because of acts of patriotism or unselfishness, flattery finds ready acceptance as a cheaper substitute.

VOL. 4 — 10 cents a copy — LOS ANGELES, CALIFORNIA, FEBRUARY 5, 1927 — $2.00 per year — NO. 13

Personalities and Comment

OUT Carlton Way in a modest Hollywood bungalow lives Lilian Bell in semi-retirement after a busy and eventful career in the world of literature and philanthropy. As the author of a score or more of books, issued under the imprint of the foremost American publishers, Mrs. Bell was at one time one of our most popular writers. Her "Love Affairs of an Old Maid" was the best-seller of 1904, and subsequently translated into half-a-dozen languages.

Born in Atlanta, Ga., Mrs. Bell started her literary activities at the age of eight. Six years later she was receiving pay for her writings. In rapid succession, on reaching maturity, she turned out such books as "From a Girl's Point of View," "Sir John and the American Girl," "Abroad with the Jimmies," "Why Men Remain Bachelors and Other Luxuries," "Hope Loring," "The Land of Don't-Want-To," and many others, all of which won popularity, because of their lively slant on life.

Mrs. Bell takes great pride in the fact that everything she has written was clean, romantic and humorous. She regrets very much present-day literary tendencies to belittle idealism and sentiment. Her faith is in the better side of men and women and she has no patience with the magnifying of destructive complexes. By keeping the perfect model in the foreground, she feels that much more can be accomplished than in the opposite approach, which seems to have become the vogue nowadays.

In 1897, the Ladies Home Journal sent Lilian Bell abroad. She had a roving commission to write about Europe in whatever vein struck her fancy. The travel letters that she sent back are still remembered by many readers of the period. Then the Saturday Evening Post had her make another European tour. In the last thirty years, stories, novels and articles under the signature of Mrs. Bell have appeared in practically all of the reputable magazines of America.

At a recent luncheon of the Hollywood Women's Club, when Lilian Bell was the guest of honor and "Modern Realism" the subject of the day, she roundly denounced Rupert Hughes and the other iconoclasts who are so avid about playing down our national heroes of the past by exposing their weaker sides. Without mincing any words, Mrs. Bell gave it as her conclusion that many present-day undesirable tendencies can be traced to this lack of reverence which is becoming so general. It is her belief that only idealism and veneration for tradition can save the people from the abyss toward which they are plunging.

Always fighting for the underdog, Lilian Bell was an ardent war worker. Her achievements would fill in inspiring volume. She didn't dawdle at it like so many women, to salve their consciences; but she pitched in and got results. It was her original idea that resulted in a thousand newspapers cooperating to send the Christmas Ship to Europe in 1914. Under her direction, the children of America raised $2,000,000. Uncle Sam provided the ship which carried 7,000,000 toys that were distributed through the Red Cross among the little ones of the warring countries.

For three years following 1917, Mrs. Bell devoted all her time to alleviating the sufferings of wounded soldiers in army hospitals. In this capacity she frequently locked horns with the "higher ups" of the War Department, over red tape restrictions—and invariably won out, by reason of her courage. In New York she raised thousands of dollars to take wheel-chair patients on excursions; and to bring some light and sunshine into their lives, she took 3000 wheel-chair veterans to the theatre in one year.

presents - approximately 2½ million articles of clothing and one million

Lilian Bell, whose desertion of Colorado has enriched Southern California's literary life.

Although she has earned the right to a holiday for the rest of her life, Lilian Bell dismisses the idea with a laugh. She is too dynamic a person ever to rest on her laurels. Every day finds her doing a trick at the typewriter, because her creative mind is more active than ever. The Christmas issue of the Saturday Evening Post had a fascinating article on "What's Become of the Old Fashioned Old Maid?" Spinsters have always been especially interesting to Mrs. Bell, wherefore she has written much of them—always respectfully, even if humorously.

And now this writer of honorable career has her eye on the motion picture field. A number of her stories are under consideration by various studios; and she is working on new plots. In view of the hectic and ill-assorted stuff that the newer writers are dishing up, it would seem that some producer could not do better than to give serious attention to a few of the well known-writers of the past still active, whose experience is broad and judgment sound.

Personal Property Return **1927**

Form 10—(1927—10M)

ORDINARY BUSINESS CORPORATIONS
(See instructions on third page)

Date of notification of tentative assessment

..... 1927

PENALTY for failure to file report on or before March 15, 26. Thereafter additional penalty of $1 for each delay of 10 days, or fraction thereof, up to May 41. Further penalties on and after June 1.

Received in office of State Tax Commission

..... 1927

STATE TAX COMMISSION OF MARYLAND
Union Trust Building
Baltimore

REPORT AS OF JANUARY 1, 1927, OF D. W. GRIFFITH, INCORPORATED
(Name of Corporation)

Mailing address 1476 Broadway, New York City.

1. Date of incorporation June 30th, 1920 Place of incorporation Maryland (City or County)

2. Nature of business conducted Producers of Motion Pictures

3. Where is the main office of such corporation in this State for the transaction of business actually situated? If such office is located in an incorporated city, please so state. If not, then give the name of county in which located.
No office for transaction of business-principal office in Maryland-location No. 101 East Fayette Street, Baltimore, Maryland.

4. Does the company transact all or any part of its business in the State of Maryland? No.

4a. If the company is a new one (operating in Maryland) state whether or not it succeeds an established business, giving name thereof No.

5. Names and addresses of officers:

	Names	Addresses
President	D. W. GRIFFITH	Mamaroneck, New York.
Secretary	A. H. T. BANZHAF	130 West 42nd Street, New York City
Treasurer	J. C. EPPING	1476 Broadway, New York City.

6. **DIRECTORS**

Names		Names
D. W. GRIFFITH	1476 Broadway	Mamaroneck, New York
LEE BENOIST		130 West 42nd St., New York City.
A. H. T. BANZHAF		130 West 42nd St., New York City.
A. L. GREY		1476 Broadway, New York City.
GERRITT J. LLOYD		1476 Broadway, New York City.

7. CAPITALIZATION (See Instruction No. 3)

	Par Per Share	Authorized		Outstanding stock for which certificates have been issued		Stock subscribed for but for which no certificates have been issued	
		No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount
Common Stock	$ none	125000	$ none	121693	$1,083,199.75	No	$ None
Preferred Stock	$ none	375000	$ none	375000	$2,000,000	No	$ None
Other Classes							
Total	$ none	500000	$ none	496693	$3,283,199.75	No	$ None

PERSONAL PROPERTY OF FOR CORPORATION IN MARYLAND

Each question must be answered—see Instruction No. 4 and Warning

	Full Value	Highest amount of insurance carried during year
9. Fixtures (other than machinery)	$	$
10. Furniture and equipment (but to include machinery)	$	$
10. (a) Merchandise and stock in trade not manufactured by the corporation (other than raw material used in manufacture) — Highest value	$	$
Lowest value	$	
Average value	$	
10. (b) Merchandise manufactured by the corporation and raw material (including raw material in process) — Highest value	$	$
Lowest value	$	
Average value	$	
(c) Total cost of raw material purchased during year 1926	$	
(d) Total cost of all other merchandise during year 1926	$	
11. Ships, steamers, dredging machines and water craft of all kinds. State kinds and number	$	$
12. Live stock (kinds and number)	$	

13. NOTE: If more than one, attach separate sheet, listing each vehicle separately.

Motor vehicles (how many?)

Make and type

Year manufactured

Date when purchased ..... Cost, $

If truck, give capacity

	Full value	
14. Other vehicles (kind and number)	$	$
15. Total gross sales, or amount of business transacted during the year 1926	$	
16. Tools and machinery owned by the corporation actually employed by it in manufacturing		
(a) Cost	$	
(b) Date of purchase		Insurance
(c) Valuation as now carried on books	$	$
(d) Method of valuation		
17. Tools and machinery not actually employed in manufacturing	$	$
18. Other tangible personal property (not included in any item above classified). Give description of property.		
(a) Owned by the corporation	$	$
(b) Owned by others and held by the corporation	$	$

19. City, taxing district (e. g. new Baltimore City Annex), or county in which the tangible personal property returned in this schedule is located. If in more than one locality, specify kind and value in each place separately

	Date	Amount
20. All inventories taken during 1926 (Not to include real estate.)		$
		$

(a) Specify classes of properties included in inventories .....

(b) What classes of properties are not included? .....

(c) On what basis are inventories taken, whether actual cost, selling value, etc.? .....

21. At what time during 1926 was the amount of merchandise highest? .....

22. At what time during 1926 was the amount of merchandise lowest? .....

23. Securities held by the corporation, being schedule of dividend-paying shares in foreign corporations and of interest paying bonds and other evidences of debt issued by individuals, firms or domestic or foreign corporations or by any State or political subdivision of a State other than the State of Maryland and its political subdivisions (par or face value).

This is not to include mortgages on property in Maryland or commercial paper given in the course of business or on account of purchase of goods.

.....

.....

.....

(Corporate Seal)

Date .....

.....
Signature of Officer of Corporation

STATE OF ~~MARYLAND~~ New York, New York to wit.:
City or County

Albert H. T. Banshaf, the Secretary of the
Name of officer — Designation of officer

D. W. GRIFFITH, INCORPORATED a corporation, being duly sworn made oath that he has carefully read the instructions on this form and that the foregoing is a return of all the personal property of every kind and description within the State of Maryland required to be returned under this schedule, owned or held by the said corporation on January 1, 1927, and that the property has been valued at its full cash value without reference to a forced sale; and that the statements contained in this schedule are full, correct and true, without evasion or mental reservation whatsoever and that the list of stockholders filed on behalf of the corporation for use in connection with this report is a full and correct list of the stockholders and of the respective places where they reside, so far as is required by law.

Sworn and subscribed to before me this 5th day of February, 1927.

.....
Notary Public

INSTRUCTIONS
(Read Carefully)

1. The information called for in this report is required by law, and refers to the 12 calendar months of 1926. If the company has not been engaged in business for the whole year, the report must cover the period during which the company was so engaged.

2. The fact that the company has not organized for business or has transacted no business does not relieve it from filing a report. In all cases a report must be filed and the company's status stated under oath.

3. Franchise Tax. If the company's entire authorized capital stock was not issued on January 1, 1927, then the number of shares issued and outstanding on said date must be stated on this form which must be filed not later than March 15, 1927, otherwise, under the law the franchise tax will be calculated on the entire authorized, and not on the issued shares of capital stock. Every block in question No. 7 must be answered.

4. All blank spaces calling for information must be filled out. If there is nothing to return as to any item the word "no" or "none" must be written in such blank spaces.

5. Explanatory remarks may be made by memoranda or letter, to be treated as a part of this report.

6. Real estate is not to be reported.

WARNING: In all cases where these instructions are ignored, it will be assumed that the corporation desires the State Tax Commission to draw inferences most unfavorable to the corporation.

NOTE: No entries are to be made on this page by the officers of the corporation.

Aggregate capital stock on which franchise tax is calculated $.....

Franchise Tax ..... $.....

Penalty for failure to file report by March 15, 1927 ..... $.....

Assessed valuation of tangible personal property subject to { State and Local Tax $ ..... / State Tax only $ ..... }

Assessment entered ..... , 1927.

.....

.....

.....

Commissioners

DISTRIBUTION TO LOCALITIES.

	NO. OF SHARES	ASSESSMENT
BALTIMORE CITY		
BALTIMORE CITY NEW ADDED		
COUNTY		
TOTAL		

INCORPORATED TOWNS

TOWN	NO. OF SHARES	ASSESSMENT

Assessment subject to State Tax $..... Tax $.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Miami Fla.
Feb 1/21.

Mr. F. England.
Dear Sir.

In view of the fact that I have arranged for a letter addressed to Mr. David Griffith, signed by you, I am writing to ask you to please advise me why Mr. Griffith has completely ignored both my letters regarding a manuscript "The Uplifting of Eleanor Wakefield" which I sent to him on Nov. 25th.

Surely there must be some reason for a gentleman

to fail to answer a letter, especially a business one and I certainly would greatly appreciate an explanation from you.

While I am not at all uneasy regarding the Dorrance at all is protected by copyright, my anxiety is owing to the fact that if Mr. Suffish cannot use same, I have another market for it.

I sincerely trust I will not be compelled to annoy you further with letters and that you will reply promptly for which I thank you in advance.

Sincerely
Lillian M. Stone

901 S.W. 5th St.
apt. 302.
Miami Fla.

719 W. 6th St.
Santa Ana, Calif.
Feb. 7, 1927.

Mr. Conway,
Sec. to D. W. Griffith,
1476 Broadway, N.Y. City.

Dear Mr. Conway:

Auntie has just received a check for $100. from uncle David, which I suppose is in answer to my letter to Mr. Banghoff so I wish to thank you all for your prompt attention to this matter.

It is a great help, and we surely appreciate receiving it just at this time.

Yours sincerely,

Ruth Griffith Jr.

Dear Miss Dunway:

I am a that will be happy to bring to me the King of Kings.. something of the life of Christ... that must mean that the market is now open for such material .. Just you simply give to Mr. Griffith my script A JOURNEYMAN..along my letter that goes with it .. I mean you to keep the script until such time as would be fit to show it to him.. Also Mr. Griffith once told me .. if the market opens for a story of Christ I know Mr. Griffith would like your story. You may recall he liked Behind the Mills.. which you so kindly brought to his attention. Please let me hear from you ... A recent marriage and a new baby I am miles away from Hollywood ..out of touch with the world entirely.. but have just made a series of sketches FAMOUS LOVERS THROUGH THE CENTURIES.. AS HOPING to meet Mr. Griffith's approval on their production.

Gratefully Yours...

Suzette Erhard Jouvance,
Lower Castle Heights Avenue
Jersey House
Upper Nyack,
New York.

Feb. 8th, 1927.

Suzette Erhard Jouvance

A.D. POLLOCK A.D. MITCHELL

POLLOCK & MITCHELL
ATTORNEYS AT LAW
SUITE 208 CITIZENS BLDG.
ONTARIO, CALIFORNIA

February 4, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York City, N. Y.

Dear Sir:-

For some months the writer has been intending to express his appreciation of your kindness in giving Lynn Griffith of this city the sum of $100.00 per month but, like many plans and good intentions, has been shoved aside by purely business matters.

Poor Lynn has been the victim of considerable misfortune in the past few years. By reason of the fact that I have been personally acquainted with him since he was a little boy, I have had a personal interest in his welfare and have done what I could to help him, but all of my efforts would have been futile had it not been for the regular remittances which you have been so kind to make to him.

I do not know whether Lynn has expressed his appreciation to you directly or not, but I do know that he feels keenly and deeply your kindness.

Ever since he came back from the war he has suffered physically and financially in spite of all the efforts he could make. He has just recently had every tooth in his head removed in the hope of regaining his health, but it is rather tough to think of a young man his age being without his own good teeth and having to use false teeth.

Again, Mr. Griffith, accept my most hearty and sincere thanks.

Very truly yours,

A D Mitchell

ADM/VS

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. CORRIGAN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
RICHARD J. HAGGERTY
ARTHUR H. WALSH
EDWARD C. RAFFERTY
BENJAMIN FERRER
LELAND T. ATHERTON
EDWARD J. SLAMAN
CHARLES H. BERRY

MALEVINSKY & CORRIGAN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

February 9, 1927

Mr. Albert H. T. Banshaf
Banshaf & Pembleton
130 West 42nd Street
New York City

Dear Mr. Banshaf:

Some time ago we communicated with you in regard to an action that was pending in Boston in which Mr. Griffith, or his corporation, was named as a defendant because of personal injuries received by a woman in the theatre in which the picture was showing. At the time we turned the matter over to James M. Hoy of Boston. Some time later, for some reason, it was placed in the hands of Mr. Shallat.

Mr. Hoy desires a letter from you stating that he is relieved of any responsibility in the matter on behalf of D. W. Griffith or D. W. Griffith, Inc. We have sent him such a letter as representative of the United Artists.

With kindest personal regards, I remain

Sincerely yours,

Arthur F. Driscoll

AFD*EC

February 9, 1927.

Mr. H. Ray Geffken,
Manufacturers Trust Co.,
43rd Street & 5th Ave.,
New York, N. Y.

Dear Mr. Geffken,

Enclosed herewith you will find Mr. Griffith's check in the amount of $500 to apply on the G. & H. Pictures Corporation note.

Will you kindly acknowledge receipt, and oblige

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

#16

Manufacturers Trust Company

PRINCIPAL OFFICE: 149 BROADWAY, NEW YORK, N.Y.

513 Fifth Avenue corner 43rd Street

February 5, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500., which will be applied on the loan of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

1/15 . 500

1/29 . 500

2/1 . 500

STATE OF NEW YORK

TAX DEPARTMENT

ALBANY

44-29408

D W Griffith Inc
1476 Broadway
New York City

DEPARTMENT OF TAXATION AND FINANCE

FEB 10 1927

Re: Neil J Hamilton
245 Feldman Court
Pelham N Y

Gentlemen:

Will you kindly advise this office if Mr Neil J Hamilton was in your employ for the year of 1925 and if so, the amount of salary paid him for services for that year? Also state whether or not he was a resident of the State of New York and furnish, if possible, his present address.

It is desired to thank you for your courtesy.

Very truly yours

STATE TAX COMMISSION

by Roy H. Palmer

Roy H. Palmer
Assistant Director
Chief - Audit Division
Income Tax Bureau

RD:EMT

Income Tax Dept
42 no. Pearl St

7200 = Inc.
3109.54 Com
10309.54

MEMORANDUM.

FEUCHTWANGER & CO.

M R. C. Rechler

New York, Feb 11/29

DR.			CR.		
Jan 31	Balance	697 04	Feb 14	Balance	775 81
	1500 Sd Gulfpet				
Feb 7	190 " " N[o]	77			
14	Interest 6%	1 77			
		775 81			775 81
Feb 14	Balance	775 81			
	1400 Sd Gulfpet				
	~~Due to Feb 14~~	775 11			

Please remit your check for $775.11 we do not carry this stock on margin.

February 11th, 1927.

State of New York,
Income Tax Bureau,
48 North Pearl St.,
Albany, N.Y.

Gentlemen:

In connection with your inquiry of Feb. 10th, reference -44-28408, in connection with Mr. Neil J. Hamilton, please be advised as follows.

During the year 1925 we paid Mr. Hamilton $10,309.54 made up of $7200.00 salary and $3109.54 commissions.

To the best of our knowledge he was residing in New York at that time but we are not sure that his status, strictly in accordance with the statute, was that of a resident.

At the present time he is in the employ of the Famous Players-Lasky Corp. 485 Fifth Ave., N.Y.C. However the nature of his position is such that he does not reside continually in one location, but we feel sure that you can reach him through the above mentioned concern.

We trust that this information will be of some assistance to you.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

Ks By

FELLNER UND SOMLÓ
G.M.B.H.
BERLIN S.W.48
FRIEDRICHSTRASSE 224

Berlin, February 12th, 1927.

D.W.GRIFFITH INCORPORATED,
1476 Broadway,
New York City.

Dear Sirs,

Referring to my contract with you dated July 29th,1922,which expires on July 29th,1927, with regard to the three films

"WAY DOWN EAST"
"TWO ORPHANS OF THE STORM"
"BROKEN BLOSSOMS",

I would like you to let me know whether you wish to have all the prints returned to New York. The branch offices in Hungaria don't need the copies any more and 18 copies could be shipped already now.

In case you don't want to take the expenses of these shipments will you please inform me whether you would be agreed if the prints would be destroyed here and a certificate with regard to this destruction would be surrendered to you.

Very truly yours,

A Fellner

February 15, 1927.

Mr. H. Ray Goffman,
Manufacturers Trust Co.,
43rd Street & 5th Ave.,
New York, N. Y.

Dear Mr. Goffman,

Enclosed herewith you will find check for $500 from Mr. Griffith to apply on the note of the G. & H. Pictures Corporation.

Will you kindly acknowledge receipt of same.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to:

FEBRUARY 14 1927

A F JONES
TITLE INSURANCE & TRUST COMPANY
LOS ANGELES CALIFORNIA

PLEASE SHOW TITLE IN CONTRACT NUMBER NINE HEATHTHREE SEVEN THIRTYSIX AFJ IN NAME UNDERSIGNED STOP HAVE JUST ENDORSED CASHIERS CHECK WHICH WAS NOT DONE AT TIME OF MAILING THROUGH OVERSIGHT

ALBERT H T BANSHAF

charge Banshaf 130 West 42nd Street

February 14, 1957.

Dear Sister Ruth,

I am having a genealogist look up our family, and I want to get all the information you can give me. I wish you would write to me all that you remember of Father, where he came from, the exact name of his father and as much as you know about him. Also about Mother and what branch of the Oglesbys she came from. I think it would be a good idea to have little Ruth write to Lois Carter in Louisville concerning Mother's relationship to the Carters.

I am enclosing herewith a letter to Cousin Sally Oglesby (I cannot think of her husband's name), but many years ago she gave me a great deal of information on our family's ancestry.

By the way, you might have Lois Carter write to me if she knows anything about the Carter side of the family. As I remember, the name was Brayington in England. Do you remember if this is correct or not?

You had better have little Ruth write all that you can tell her and while doing it, do you remember any of the Griffiths in Kentucky who might know something about this matter. Have little Ruth send the letter by airmail as soon as convenient.

With very best wishes and love to you until I see you which I expect will be rather soon as I intend to come to California in the near future.

As ever,

DWG/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 14, 1927.

Dear Cousin Sally,

I am having a genealogist trace our family on both sides and I remember that quite a number of years ago you told me a great deal about our family history. I hate to put you to this trouble, but I would appreciate it very much if you will write me all that you know or remember and have heard about the descent of the Griffiths from the Brayingtons in England. I believe, as you told it, the Brayingtons had their title and property confiscated and when sent into Virginia they took the name of Griffith. Do you happen to remember whether it was an Irish or an English family? Also, do you happen to remember where Grandfather lived in Virginia and also from what line of the Oglesbys my Mother came and their relationship to the Carters and what relationship were the Illinois and Georgia governors of that name.

I know this is a great deal of work and trouble for you, but if you can get in a stenographer it would be much easier to dictate it and whatever expense you incur send the bill on to me and I will remit accordingly.

I know this is a great deal to ask of you, but I would appreciate it greatly if you will do this for me.

With very best remembrances of old times and good wishes for you, I remain

As ever,

DWG/CC

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TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

FEB 14 1927

22:C:E: 4
22-339

Mr. Albert H. E. Sanshof,
130 West 42nd. St.,
New York, N.Y.

Sir:

Receipt is acknowledged of your letter dated January 19, 1927 withdrawing the offer in compromise in the amount of $88.99 tendered to the Collector of Internal Revenue, 250 West 57th. St., New York, N.Y., on behalf of the D.W.G. Corporation in connection with additional tax liability for the year 1919.

The offer is, therefore, rejected and the Collector of Internal Revenue, 250 W. 57th., New York, N.Y., will be authorized to refund the amount tendered.

Respectfully,

Commissioner.

February 14, 1927

Messrs. Cromwell, Reid & Co.,
61 East 42nd St.,
New York, NY.

Attention Mr. Reid.

Gentlemen,

We are waiting for advices from the Aetna Insurance Company in relation to their having employed attorneys to represent us in the case of Klarfein vs Theatres Company. This information is necessary in order that we may advise Mr. Hay, whom we had asked to represent us, that he is absolved from further responsibility.

Please have the insurance company give this matter their immediate attention.

Yours truly,

RR AM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#12

Manufacturers Trust Company

PRINCIPAL OFFICE: 120 BROADWAY, NEW YORK, N.Y.

543 Fifth Avenue, corner 43rd Street

February 18, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

We are in receipt of your check for $500., which is being applied on the loan of the G. & H. Pictures Corporation.

Thanking you, we are

Yours very truly,

M. Kay Coffman

M. Kay Coffman
Assistant Secretary

Form 1184A

Charge to the account of D.W.GRIFFITH $

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; otherwise this message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Clerk
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

FEBRUARY 16 1927

JOS SCHENCK
GARS PICKFORD FAIRBANKS STUDIO
HOLLYWOOD CALIFORNIA

JUST LEARNED THAT YOU ARE COMING TO NEWYORK KNOW YOU WILL BE RUSHED WITH BUSINESS SO AM ASKING YOU IN ADVANCE TO RESERVE A LUNCHEON OR DINNER ENGAGEMENT WITH ME AS EARLY AS CONVENIENT AFTER YOUR ARRIVAL HERE AND I SHALL LOOK FORWARD TO ANOTHER PLEASANT TALKFEST WITH YOU WITH KINDEST REGARDS AND BEST WISHES AS EVER

D W GRIFFITH

February 16th, 1927.

Mr. J.Homer Platten, Treasurer,
Motion Picture Prod. and Distributors of America,
501 Fifth Ave.,
New York City.

Dear Mr. Platten,

We are in receipt of your communication in respect of our note which matured on November 1st, 1926 in the amount of $2,250.00.

Our treasurer, Mr. J.C.Epping who is now in Europe, advised the writer prior to his leaving this country, that this note was not to be paid at its maturity date. This, he advised, was the result of his going into the matter of our total inability to pay the note, with someone in your office, presumably yourself. It was also stated by him that this debt was to be forgiven with the understanding that as soon as our operations took a definite turn for the better, financially, we were to resume regular weekly payment of dues, just as others who are priveleged to be members of this organization, do.

While at the present time our finances are still in a very precarious condition, we feel sure that in the not far distant future we will be able to resume the payment of dues above referred.to.

We sincerely trust that our understanding of this matter is correct and that we might hear from you in connection therewith.

We thank you for your many courtesies.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By

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CROMWELL, REID & CO. INC.
INSURANCE

TELEPHONE [illegible]

[illegible]

[illegible]

54 East 42nd Street
VANDERBILT BLDG
New York

February 16th, 1927.

Mr. A. H. T. Banshaf,
150 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

Re: Claim Klarfain vs. D.W.Griffith,Inc.

We acknowledge receipt of your letter of February 14th in connection with the above matter.

The Aetna Insurance Company advised us on February 8th that this claim had been referred to its Boston Office.

We have again written them and requested that they advise us immediately whether they have appointed attorneys to represent D. W. Griffith, Inc.

Yours very truly,

CROMWELL, REID AND CO., INC.

By M. Slade

M.S.

February 16, 1927.

Mrs. S. E. Gougans,
Jersey House,
Upper Nyack, N. Y.

My dear Mrs. Gougans,

In reply to your letter of the 8th, due to the fact that Mr. Griffith has decided that for the time being he is going to make just comedies and melodrams, I am afraid that he would not be interested in your story just now. If you still want me to keep same, I will be glad to do so, but in the meantime I hope you are not overlooking the possibility that someone else would perhaps like to do something with it.

Glad to hear that Dame Fortune has smiled on you in so many ways.

Very truly yours,

Secretary to Mr. Griffith.

105

February 17th 1927.

Mr. R. Hayfack,
350 Madison Avenue,
New York City.

Dear Mr. Hayfack:

I am enclosing herewith copy of the proposed Griffith contract in the form which I have in mind. I thought I would send it along to you so that you may get my view of it before Mr. Schenck's arrival.

If there are any questions you would like to raise please call me on the phone or let me know when I could see you.

Very truly yours,

AHTB:GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"THE LOCKED TITLE TRUST"

Title Insurance and Trust Company

INCORPORATED DECEMBER 30TH 1892

CAPITAL AND SURPLUS $9,000,000

TITLE INSURANCE BUILDING

LOS ANGELES

567/6 **Guarantee** 965736

Issued for the benefit and protection of Albert H. T. Banzhaf and Fred K. Wilcox

After a careful examination of the official records of the City of Los Angeles and of the **County of Los Angeles, State of California, except those hereinafter mentioned, and of the official records of the Federal Offices located at Los Angeles, in relation to the record title to the land herein described,**

Title Insurance and Trust Company
a corporation, of Los Angeles, California

hereby Guarantees, **in a sum not to exceed** $21,084.00, **that said title as appears from said records, is vested in**

ALBERT H. T. BANZHAF.

FREE FROM ALL INCUMBRANCES.

EXCEPT 1st. Second installment of County and City taxes of the fiscal year 1926-1927, Forty-eight and 51/100 Dollars ($48.51). Assessment 227469.

2nd. The right as granted to R. J. Widney, by deed recorded in Book 1043 Page 96 of Deeds, to lay and repair pipes in the streets and avenues of Maclay Rancho, and the right to enter any lands in Pacoima Creek or Wash lying North and East of the Southern Pacific Railroad track, with the right to use materials therefrom for construction of dams, reservoirs, etc., and a thirty (30) foot right of way along all pipes laid across said Block Fifty-four (54).

3rd. The right to construct, use, occupy, maintain and replace on the lands of the grantors a steel tower, with necessary foundations, cross-arms and appurtenances, for the purpose of supporting wires and cables for the transmission of electric currents, such towers to be two in number and center location point of each tower to be at following described points: forty-one (41) feet on each side of the following described center line and distant North Westerly on the East tower line, three hundred one (301) feet and on the West tower line, two hundred one (201) feet, and from the South Easterly boundary line of premises of grantor; also the right to construct and maintain wires and cables throughout the space between such towers and between such towers and other towers to be located on adjacent property space occupied by such wires seventy-five (75) feet on each side of the center line described as follows: Beginning on the North Westerly line of Arroyo Street at its intersection with the North Westerly and the South Easterly center line of said Block Fifty-four (54); thence along said center line North forty-one degrees (41°) twenty-one minutes (21') West six hundred ninety (690) feet to the North Easterly and the South Westerly center line of said Block, together with such rights as grantor may have in said Arroyo Street, as conveyed by deed from Fred M. Wilcox and Adda M. Wilcox, to Pacific Light and Power Corporation, recorded in Book 5455 Page 211 of Deeds.

4th. A mortgage executed by Albert H. T. Banzhaf and

Grace G. Banshaf, his wife, to secure their note (and any renewal or extension thereof) for Fourteen Thousand Fifty-six Dollars ($14,056.00), dated January 16th 1927, due three years after date, with interest at seven per cent per annum, payable quarterly, in favor of Fred M. Wilcox, filed for record February 16th 1927.

DESCRIPTION.

The South East half of Block Fifty-four (54) of the Maclay Rancho Ex-Mission of San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 37 Page 5 et seq., Miscellaneous Records of said County.

EXCEPTING therefrom the North Easterly seventy-five (75) feet of the South Westerly half of the South Easterly half, and the South Westerly seventy-five (75) feet of the North Easterly half of the South Easterly half of said Block Fifty-four (54).

Form 1984—1-27

LOS ANGELES CITY PROPERTY

This Guarantee is issued upon the following conditions and stipulations:

1. No provision or condition of this Guarantee can be waived or changed except by writing endorsed hereon or attached hereto and signed by the President, a Vice-President or the Secretary of this Company.

2. The liability of this Company shall in no case exceed in all the amount stated on the first page hereof and shall in all cases be limited to the actual loss of the persons and corporations for whose benefit and protection this Guarantee is issued as their respective interests may appear, provided, that each subsequent owner or pledgee of any indebtedness secured by mortgage or deed of trust shown herein, shall be entitled to, and shall have, all the protection, rights and remedies secured to the original owner thereof by the issuance of this Guarantee.

3. Any loss shall be payable within thirty days after the amount thereof has been definitely fixed.

4. This Guarantee does not include examination of or report on:

a. Adverse claims or rights not shown by such official records.

b. Reservations in federal or state patents, water rights, or ownership of the subterranean water of Los Angeles River.

c. Proceedings for municipal or district improvements by local assessment unless such assessment has become a record lien.

d. Proceedings by an adjoining City, for improvement of, or sewers in, any street or public place forming an exterior boundary of Los Angeles City.

e. The validity of any easement, lease, declaration of homestead, attachment, public assessment, tax sale or money judgment mentioned herein.

f. Action by any governmental or public agency for the purpose of regulating, restricting or controlling the occupancy or use of the land herein described, or any building thereon.

IN TESTIMONY WHEREOF, Title Insurance and Trust Company has caused this Guarantee to be signed by its President and attested by its Assistant Secretary, under its corporate seal, this

Seventeenth day of February 1927 at 8:00 A. M.

TITLE INSURANCE AND TRUST COMPANY,

By William H Allen Jr

President.

Attest W J Haskell

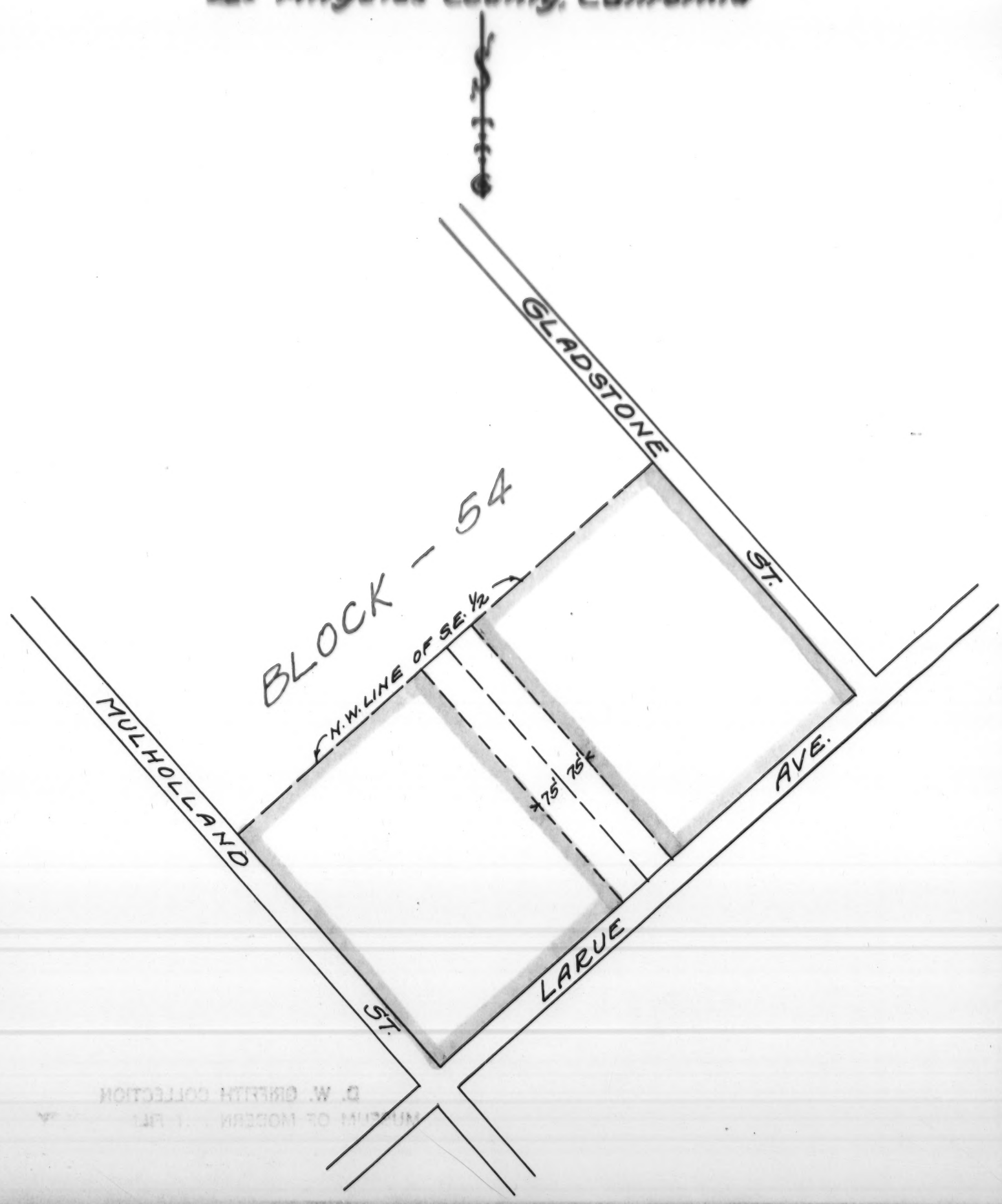
Assistant Secretary.

963736

-4-

3307/181

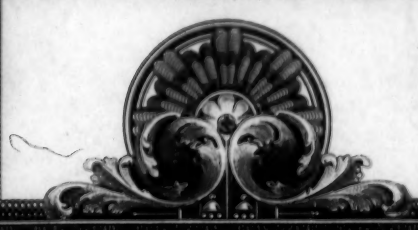
Plat showing
Part of Block 54
Maclay Rancho
as per map recorded in Book 37 pages 5 et seq.
Misc. Rec.
Los Angeles County, California



The Insurance and Trust Company

THE INSURANCE BUILDING

LOS ANGELES, CALIFORNIA



AMERICAN BANK NOTE COMPANY.

TH COLLECTION
OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY
J. HOMER PLATTEN
TREASURER

GEORGE W. THE TREASURER

February 18, 1927.

Gentlemen: Attention Mr. Raymond A. Klunz.

This will acknowledge your favor of the 16th about the note which we hold for unpaid dues.

As indicated in my letter of the 11th, we have no intention of pressing the matter, but simply wish to call your attention to the fact that the note which we now hold is past due.

In view of the situation which you outlined in your letter as to the present status of your financial affairs, it would be appreciated if you will forward a renewal note in the amount of $2,250.00 dating same November 1st, 1926 and running to May 3rd, 1927.

You understand, of course that this matter has nothing to do with current dues, payment of which is in abeyance as referred to by you in your courteous note.

I am,

Sincerely yours,

J. Homer Platten

D. W. Griffith, Incorporated,
1476 Broadway,
New York City.

TELEPHONE MURRAY HILL 8484-8485

CABLE ADDRESS "BARMEN" NEW YORK

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
280 MADISON AVENUE

GEORGE W. NEWGASS
BERTRAM S. NAYFACK
FRANKLIN WALDHEIM

105

NEW YORK

February 16th, 1937.

Mr. Albert H. T. Banshaf,
130 West 42nd St.,
New York City.

Dear Mr. Banshaf:

Just received a wire from Mr. Schenck in which he states that he cannot leave before Sunday, but expects to leave on Sunday on the Chief and will probably arrive in New York on Thursday morning.

Sincerely yours,

Bertram S. Nayfack
per B. Moore

BSN:BM

February 18, 1927.

Brentano's,
1 West 47th Street,
New York, N. Y.

Gentlemen:

Will you kindly let bearer have a volume of Kipling's poems which includes all his ballads. I understand you have such a volume, in large readable print at $7.50. Kindly charge same to our account.

Thanking you for your courtesy, I am

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1001-A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Feb. 19, 1927

Mrs. Pat Campbell
Chanin's Mansfield Theatre,
West 47th St.,
New York City.

Regret deeply other matters kept me from seeing your performance this afternoon Shall make a desperate effort to do so tonight
Sincerely yours

D. W. Griffith

MOTION PICTURE STUDIO MECHANICS
67-69 WEST 125th STREET
NEW YORK CITY
Harlem 8419

LOCAL No. 52
of
International Alliance of
Theatrical Stage Employees
and Motion Picture
Machine Operators of
United States and Canada.

Affiliated with
American
Federation of Labor
New York State
Federation of Labor
Central Trades and
Labor Council of
Greater New York.

ENTERTAINMENT COMMITTEE

February 19, 1927

Mr. D. W. Griffith
Hotel Astor
New York City

Dear Mr. Griffith:-

Last year you very kindly contributed a full page advertisement ($50.00) to our Ball Journal. This year our affair is going to be held at the Hotel Astor on April 22, and I am enclosing a contract form, which you will kindly sign and return to me at the above address with any copy you may want to run.

The boys of local 52 can never forget those stirring words by you at last years Ball, in fact, they have been a boost to organized labor in general.

We have not as yet printed our invitations, but you may be sure that as soon as we do, one will be mailed to you immediately thereafter.

Hoping things in general are going along well with you, and that you are enjoying good health, I remain

Fraternally yours,

Edward Flaherty

EDWARD FLAHERTY

(C O P Y)

UNITED ARTISTS FILM VERLEIH
G.m.b.H.

BERLIN FEBRUARY 19, 1927.

Mr. Arthur W. Kelly,
Vice President-Treasurer,
UNITED ARTISTS CORPORATION
729 Seventh Avenue,
New York City.

Dear Mr. Kelly:-

Two months ago the German Tax office sent us an assessment of Mks 200,000 claiming the artists and producers should be taxed on their shares as well as our own. We consulted Dr. Lion the best tax attorney in Germany, who took the matter up with the Tax authorities. After long negotiations, the tax was reduced to Mks.2,000 and what is of great importance, the Government for the first time officially recognized the UNITED ARTISTS FILM VERLEIN, G.m.b.H. to be a purely German organization not controlled by Americans or other foreign persons or capital. We can thus be the representatives or selling agents of the UNITED ARTISTS CORPORATION and its artists, without the German Government having any right to tax the share of the latter.

In going over our report for 1926 made up for the tax authorities last week, Dr. Lion observed that it showed a loss for the year of about Marks 265,000 while the capital of the G.m.b.H. is but Marks 100,000. He said this would have to be increased at once to Mks. 400,000 for as soon as the Government saw the loss on the statement they would immediately declare the UNITED ARTISTS FILM VERLEIN G.m.b.H. bankrupt and impose a heavy fine. The law on this point which is rigidly enforced, requires that when in any one year a G.M.b.H. has lost more than its capital, it must either increase the capital, covering more than thaloss, or go into bankruptcy. Therefore, we held a meeting and increased the capital of the UNITED ARTISTS FILM VERLEIN, G.m.b.H. from Mks. 100,000 to Mks. 400,000. I should have cabled asking your permission to do this but Dr. Lion said there was no alternative and that not a day could be lost in consumating the formality. It was also his opinion that even if we had not been forced to increase the capital, it was an advisable move for our former capital was out of proportion to the business we are doing.

The new stock of Mks. 300,000 was written in my name. If it had been registered partly in Mr. Harrisons name, there would have been the expense of a transfer tax when he left.

As you know, no certificates are made out for G.m.b.H. stock or shares. Record is made in the company's books and registration is formally entered at the Berlin Bureau of Records

Yours sincerely,

(Signed) GUY CROSWELL SMITH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

John A. Eckert & Co.
INSURANCE
100 John Street
New York

INSURANCE EXPERTS
FIRE PROTECTION ENGINEERS
SPRINKLER EQUIPMENTS
A SPECIALTY

FIRE INSURANCE
MARINE
RAILROAD TOURIST AND
OTHER FLOATERS
RENTS AND LEASEHOLD
USE AND OCCUPANCY
SPRINKLER LEAKAGE INSURANCE
BURGLARY AND PLATE GLASS
ACCIDENT AND HEALTH
INDEMNITY BONDS
LIFE INSURANCE

LIABILITY
EMPLOYERS ELEVATOR
CONTRACTORS AUTOMOBILE
PUBLIC TEAMS
LANDLORD GENERAL
STEAM BOILERS
WORKMEN'S COMPENSATION

TELEPHONE BEEkman 8700 CABLE ADDRESS "ECKINSUR"

IN RE

February 22, 1927.

Mr. D.W.Griffith
1476 Broadway
New York City

Dear Mr. Griffith: Att: Miss C.Conway

In accordance with your instructions, we are cancelling as of today Automobile Liability and Property Damage cover in connection with La Voisin Cabriolet #1541.

With respects to the automobile expiration of March 3rd, we shall renew the fire and theft and collision cover on the Hispano Suiza, and the fire and theft cover on the La Voisin - allowing the collision insurance on this car to run off.

Renewal policy is being prepared and will be forwarded to you shortly.

Yours very truly,

JOHN A. ECKERT & CO.

H W Beekman

HWB:N

February 21, 1927.

Mr. H. Ray Coffman,
Manufacturers Trust Co.,
43rd St & 5th Ave.,
New York, N. Y.

Dear Mr. Coffman,

Enclosed herewith you will find Mr. Griffith's check in the amount of $500 to apply on the G. & H. Pictures Corporation note. Will you kindly acknowledge receipt of same, and oblige

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WESTERN UNION

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

SYMBOLS

DL	Day Letter
NM	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

Received at

SB336 39 NL.LOSANGELES CALIF 23

A H T BANZHAF,ATTORNEY AT LAW,

150 WEST 42 ST NEWYORK NY.

HAVE BEEN EXPECTING YOUR ARRIVAL BEFORE THIS STOP OSBORNE ANXIOUS FOR ME TO DISPOSE OF STREET IMPROVEMENT SUIT STOP PLEASE WIRE WHETHER I SHALL NEGOTIATE SETTLEMENT OF CLAIM OR HOLD MATTER IN ABEYANCE TO YOUR ARRIVAL STOP KIND REGARDS.

LOYD WRIGHT.

THE BARCLAY
111 EAST 49TH STREET

Thursday 10/13

My dear Dr. Sampter,

I thought you, for that
one telegram you
sent me. I haven't
heard yet were able
to come to the theatre. I
was afraid you wanted
to go. But Mrs Reinhardt
heard this afternoon
at dinner you spoke
of a great friend, you, the
week before! Incident. We=
meet when he comes
on Saturday.

he is not the ambassador
of course but he is
beautiful and behaves
so - so correct and
nice so!
I think we must
again for many
thanks etc.
(Mrs Patrick Campbell)

February 28, 1927

Mr. Lewis Innerarity,
Secretary, Pathe Exchange, Inc.,
20 West 46th St.,
New York, N. Y.

Dear Mr. Innerarity,

I enclose herewith draft of proposed contract between producing corporation and . W. Griffith and D. W. Griffith, Inc., also draft of distributing company between said producing company and Pathe Exchange, Inc.

Since I have no knowledge of the setup of the producing company, I have withheld submitting a proposed contract of guarantee by and between Pathe Exchange, Inc., Mr. Griffith and D. W. Griffith, Inc., by which Pathe guarantees to carry out and fulfill the terms of the producer's contract aforesaid unless the producing company is capitalized for a sufficient amount and has sufficient cash on hand or other assets which would make it a responsible contracting company.

These proposed contracts have not been submitted to Mr. Griffith but I am forwarding him copies of same for his information and suggestions.

Yours very truly,

AHTB KM

JAMES M. HOY
COUNSELLOR AT LAW
TREMONT BUILDING, BOSTON

February 23, 1927.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York, N. Y.

Dear Sir:

Inasmuch as the Klarfain v. Theatres Company case is apparently out of my hands, I send you bill for services to date. Will you please see that I receive a check on this, and oblige,

Very truly yours,

James M. Hoy

H/J.
Enc.

February 28, 1927.

Mr. J. Seidelman,
Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York, N. Y.

Dear Mr. Seidelman,

Herewith attached is an offer for "Sally of the Sawdust" for Austria-Hungary and Poland. If you approve same, will you kindly initial both copies and return to me. Thanking you,

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Manufacturers Trust Company

PRINCIPAL OFFICE: 149 BROADWAY, NEW YORK, N.Y.

513 FIFTH AVENUE CORNER 43RD STREET

#18

February 25, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check of $500., which was received in this morning's mail.

We are applying this check to the loan of the G. & H. Pictures Corporation with this amount, as you request.

Yours very truly,

M. Ray Offman

M. Ray Offman
Assistant Secretary

Enclosed in new note which please have signed & return

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

FEBRUARY 24 1927

176A

LOYD WRIGHT
CURRIER BUILDING
LOS ANGELES CALIFORNIA

UNABLE TO ADVISE AT PRESENT WHEN WE WILL GO TO COAST STOP SUGGEST IF MATTER CANNOT BE HELD UP YOU SETTLE SAME REGARDS

BANZHAF

charge Banzhaf 130 W 42n St

GENERAL ELECTRIC COMPANY

GENERAL OFFICE SCHENECTADY, N.Y.

1 River Road
SCHENECTADY, N.Y.

February 24, 1927.

Mr. A.H.V. Banshaf,
c/o Banshaf & Pembleton,
150 West 42nd Street,
New York City, N.Y.

Dear Mr. Banshaf:

I have your note of February 18 in reference to our next demonstration of "talking motion pictures".

All of our future efforts in this direction are being directed by Mr. David Sarnoff, Vice-President of the Radio Corporation of America, Woolworth Building, New York City, N.Y. I would suggest that you get in touch with him.

We can make a demonstration at any time for Mr. Griffith, of what we have showing the apparatus in our laboratory in Schenectady, but I am not informed just where and when Mr. Sarnoff expects to make a further demonstration.

Thanking you for your letter, I am,

Very truly yours,

C.W. Stone

CWS:H

1167

February 24th 1927.

Mr. Raymond Klume,
D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Klume:

Will you please pay to Mr. Robert C.Richter the sum of $777.81 and charge the same to Mr. Griffith's personal account.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form NP-4

12

TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

IT:E:RR-280-602
GSF

February 29, 1928.

Attention of Miss Twigg

Mr. Albert H. T. Ensaof,
130 West 42nd Street,
New York, New York.

Sir:

As provided for in Section 280 of the Revenue Act of 1926, there is proposed for assessment against you the amount of $147.98, plus any accrued penalty and interest, constituting your liability as a transferee of the assets of the D. W. G. Corporation, New York, New York, for additional income and profits taxes in the amount of $147.98 assessed against the above-mentioned company for the year 1919, as per the attached statement.

In accordance with the provisions of Section 274 of the Revenue Act of 1926, you are allowed 60 days from the date of mailing of this letter within which to file a petition for the redetermination of this deficiency. Any such petition must be addressed to the United States Board of Tax Appeals, Earle Building, Washington, D. C., and must be mailed in time to reach the Board within the 60-day period, not counting Sunday as the sixtieth day.

Where a taxpayer has been given an opportunity to file a petition with the United States Board of Tax Appeals and has not done so within the 60 days prescribed and an assessment has been made, or where a taxpayer has filed a petition and an assessment in accordance with the final decision on such petition has been made, the unpaid amount of the assessment must be paid upon notice and demand from the Collecter of Internal Revenue. No claim for abatement can be entertained.

If you acquiesce in this determination and do not desire to file a petition with the United States Board of Tax Appeals, you are requested to execute a waiver of your right to file a petition with the United States Board of Tax Appeals on the inclosed Form A, and forward it to the Commissioner of Internal Revenue, Washington, D. C., for the attention of IT:C:P-7.
In the event that you acquiesce in a part of the determination, the waiver should be executed with respect to the items to which you agree.

Respectfully,

D. H. BLAIR,
Commissioner.

By C. C. Nash
Assistant to the Commissioner.

Inclosures:
Statement
Form A

Form 7861—Revised Mar., 1926

GOVERNMENT PRINTING OFFICE 2—13281

February 28, 1927.

Miss Lillian M. Stone,
Apartment 308,
901 S. W. 8th Street,
Miami, Fla.

Dear Madam,

Mr. Griffith wishes me to explain to you the reason why your manuscript "The Uplifting of Eleanor Wakefield", has been held without decision.

Since last November Mr. Griffith has been negotiating with a certain organization regarding a proposed contract for his services and the establishment by him of a producing unit. These negotiations are still under way with a probability that all the details will not be settled for the next month or two. However, Mr. Griffith has read your story and likes it very much, and he has been holding it pending the definite outcome of his negotiations, with the idea in mind that he would present it to the officials of the new organization, and the final decision would rest with them.

As stated above, Mr. Griffith does not expect his negotiations to be completed much before two months, and in the meantime he would not wish to hold up your story if you have an opportunity to dispose of it elsewhere. On the other hand, if you desire to leave it with Mr. Griffith until such time as his contract is finally settled, kindly advise. Otherwise, we will return the script to you immediately upon receipt of your decision.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

116A

February 26, 1957

Messrs. Vaughtmanar & Co.,
40 Broad Street,
New York, N.Y.

Gentlemen,

Enclosed please find check for Seven Hundred Seventy Seven and 81/100 ($777.81) Dollars endorsed to your order in payment of my account with you for purchase of fourteen hundred (1,400) shares of D& W& GRIFFITH, INCORPORATED CLASS A STOCK.

Will you kindly forward the certificates of this stock to me at your early convenience.

Yours truly,

M M

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

ÆTNA INSURANCE COMPANY

Boston, Mass.

February 28, 1927.

Messers. Cromwell, Smid and Co., Inc.
51 East 42nd Street,
New York City.

Gentlemen:-

G-P-51385 D.W.Griffith,Inc. - Mrs. Klarfaen

We have a request from Mr. J. E. Merchant of our New York Office, Claim Department, to give you some information regarding the above captioned case so that you might be in a position to know whether or not to engage Attorney James Hoy of Boston to assist in the defense.

For your information, suit was brought by the claimant against the Tremont Theatre Company for injuries to the claimant, and I assume the case will be reached for trial shortly. We have made an investigation of the case and do not feel there is any liability on the part of D. W. Griffith,Inc. and for that reason, some time ago, refused to make any payment. Since no suit has been brought against D. W. Griffith,Inc., there is no need for hiring an Attorney to assist in the defense om this case.

I am assuming that no suit has been brought against Griffith because of the plaintiff's Attorney being unable to get any service on the Griffith Company. Since there is no need for any immediate action, I think it advisable not to employ Mr. Hoy nor to send any information regarding this case to Boston.

Should service be gotten on Griffith,Inc., we would thank you to advise us immediately.

Yours very truly,

W. L.ATWOOD
Adjuster

February 28, 1927.

Mr. M. Ray Coffman,
Manufacturers Trust Co.,
43rd St. & 5th Ave.,
New York, N. Y.

Dear Mr. Coffman,

Enclosed herewith you will find Mr. Griffith's check in the amount of $500 to apply on the note of the G. & H. Pictures Corporation. Will you kindly acknowledge receipt and oblige,

Yours very truly,

Secretary to Mr. Griffith.

P. S. Enclosed also is the new note, properly signed.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE MANHATTAN STORAGE & WAREHOUSE CO.

SEVENTH AVENUE and 52nd STREET
Tel. Circle 1700

STORED IN 2419 ORDER No. 13

RENTAL

F.M. NOV. 2/28 1947

For Mr. D. W. GRIFFITHS, INC. No. 1410 W 47TH ST.
GARMENT, MC CLEANLES CASE 1 VAL.

Please deliver to our chauffeur

to be placed in

our care. Receipt for the same will be sent by mail.

COLD STORAGE FOR FURS
SILVER VAULTS

CONDITIONS

This deposit is made and received subject to the following conditions, and by the retention of this memorandum the depositor hereby agrees to the terms hereof:—

1. The depositor assumes all risk, and no liability of any kind shall attach to this Company, for all damage to goods caused by moth, rust, fire or deterioration.

2. This Company shall not be liable for damage or loss arising out of any cause, for injury to fragile articles that are not packed and unpacked by its employees, nor in any event where the articles are not unpacked on delivery.

3. The depositor of the goods hereby declares that the value, in case of loss or damage, for each or any piece or package and the contents thereof, does not exceed fifty dollars, upon which declaration this Company accepts this deposit and accords a lower rate to the depositor, by reason of which this Company is not responsible for loss, injury or damage for any cause which would make this Company liable beyond the specific valuation, unless the depositor avails of the option hereby given of paying a higher rate, without limitation as to value, in case of loss or damage for any cause which would make this Company liable.

4. Three months storage will be charged for any fraction of the first three months.

5. All contracts are accepted subject to delays caused by labor troubles, riots, and the elements, and no responsibility therefor is assumed by this Company.

6. No intoxicating beverages will be accepted for storage or handled by this Company.

7. This Company on moving or carting, acts as a private carrier only, reserving the right to refuse any order for moving or carriage and in no event is a common carrier.

Delivered goods to Company's chauffeur, on receipt of duplicate of this order.

THE MANHATTAN STORAGE & WAREHOUSE CO.

Should you have any Communication to return by Bearer, please make it in writing.

1000 M 40-10-46

At a Special Meeting of the Board of Directors of D. W. GRIFFITH INCORPORATED, held at 1476 Broadway, City and State of New York on the day of February 1927 at eleven o'clock in the forenoon.

PRESENT: D. W. GRIFFITH
ALBERT GRIFFITH GREY
J. G. [illegible] AND
ALBERT H. T. BANZHAF

constituting a majority of the Board of Directors.

The meeting was called to order by Mr. Griffith who acted as Chairman.

Mr. Banzhaf presented a waiver of notice of the meeting, which, upon motion duly made, seconded and carried, was ordered filed.

Upon motion duly made, seconded and carried, the reading of the minutes of the last meeting of the Board of Directors was waived.

Mr. Griffith thereupon stated that the Corporation owed him the sum of $123,116.75 for unpaid salary and that since the Corporation was in need of funds, and unable to pay the same, he would waive payment of the said obligation, whereupon, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted:

RESOLVED, that the Corporation accept Mr. Griffith's offer to waive salary due him, but unpaid, for the year 1926 in the sum of $123,116.75, with thanks to Mr. Griffith for so doing.

FURTHER RESOLVED, that the Treasurer be, and he hereby is authorized and instructed to make the proper entry of the waiver of Mr. Griffith's unpaid salary as above on the books and records of the corporation.

Mr. Klune stated that it was desirable to store the records and data of this corporation, not in present use, and that he had communicated with The Manhattan Storage and Warehouse Company and made arrangements with them for storage space for this purpose.

Whereupon, upon motion duly made, seconded and carried, it was

RESOLVED, that any of the property of this company, necessary to be stored, be deposited with The Manhattan Storage and Warehouse Company of New York, for such storage in the name of this Company and that Mr. Raymond Klune, Auditor and/or Miss M. E. Campbell, Bookkeeper and/or Mr. Albert H. T. Banzhaf, Secretary be, and they are hereby

severally designated and authorized to sign any agreement, order of direction, in the name of the company relating to the storage, access to or delivery of such property or any part thereof, and they are authorized to have access to said property jointly or severally. The said property may be removed from storage by any of said officers, on the order of any one of them in the name of the company. No responsibility shall attach to said, The Manhattan Storage and Warehouse Company, by reason of access to, or delivery of said property on the order of or to any of the above designated officers, until revocation of this resolution by the Board of Directors, and notice thereof to the said depository. A copy of this resolution, certified to by the secretary, shall be filed with the said The Manhattan Storage and Warehouse Company.

All property heretofore deposited with the said, The Manhattan Storage and Warehouse Company, shall likewise be subject to access and delivery, on the order or discretion of any one of the said officers with the same effect as if the foregoing resolution had been made in the name of each deposit.

There being no further business to come before the meeting, the same was, upon motion duly made, seconded and carried, adjourned.

Albert H. T. Banzhaf

. . . . . .

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"HIS PARKER SELF" ACCOUNT TO FEB. 5th., 1957.

Due Producer			Paid by Aust. Corporation		
Amount due producer as of Jan. 29th., account ---	£952.	2.5.	Amount paid by Aust. Corp. as of Jan. 29th., account ---	£937.	2.9.
No film rentals reported for week ending Feb. 5th.					
Total due producer ---	£952.	2.5.	Total paid by Aust. Corp. ---	£937.	2.9.

Total due producer ---	£952.	2.5.
Total paid by Aust. Corporation	937.	2.9.
Balance due producer ---	£14.	19.8.

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING 5th. February, 1947.

14th. July, 1944.
RELEASE DATE

"HIS DARKER SELF"
PRODUCTION

EXCHANGE	THIS WEEK		ACCUMULATIVE	
	No. of CONTRACTS	RENTALS	No. of CONTRACTS	RENTALS
NEW SOUTH WALES	Worth On	£ Percentage	81 Worth On	£ 383.15. 0 Percentage
NEW ZEALAND	Worth On	£ Percentage	46 Worth On	£ 292. 7. 6 Percentage
QUEENSLAND	Worth On	£ Percentage	47 Worth On	£ 226. 0. 0 Percentage
VICTORIA	Worth On	£ Percentage	97 Worth On	£ 479. 0. 0 Percentage
WEST AUSTRALIA	Worth On	£ Percentage	24 Worth On	£ 81.11. 0 Percentage
TOTALS	Worth On	£ Percentage	295 Worth On	£1462.13. 6 Percentage

"HIS DARKER SELF" ACCOUNT TO MAR. 5TH., 1927.

Due Producer			Paid by Aust. Corporation.		
Amount due Producer as of Feb. 26th., account	---	£954.11. 5	Amount paid by Aust. Corp. as of Feb. 26th. account	---	£937. 2. 9
No film rentals reported for week ending Mar. 5th.					
Total due Producer	---	£954.11.5	Total paid by Aust. Corp.	---	£937. 2. 9

Total due Producer	---	£954.11. 5
Total paid by Aust. Corporation		937. 2. 9
Balance due Producer	---	£ 17. 8. 8

"HIS BARBER GELF" ACCOUNT TO FEB. 12TH. 1927.

Due Producer.			Paid by Aust. Corporation.		
Amount due Producer as of Feb. 5th. account ---	£952. 2. 5		Amount paid by Aust. Corp. as of Feb. 5th. account ---	£937. 2. 9	
No film rentals reported for week ending Feb. 12th. --					
Total due Producer ---	£952. 2. 5		Total paid by Aust. Corp. --	£937. 2. 9	

Total due Producer ---	£952. 2. 5	
Total paid by Aust. Corporation	937. 2. 9	
Balance due Producer ---	£ 14. 19. 8	

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING [illegible]

[illegible]
RELEASE DATE

[illegible]
PRODUCTION

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES		Worth	£	81	Worth	£ 383.15. 0
		On	Percentage		On	Percentage
NEW ZEALAND		Worth	£	46	Worth	£ 292. 7. 6
		On	Percentage		On	Percentage
QUEENSLAND		Worth	£	47	Worth	£ 226. 0. 0
		On	Percentage		On	Percentage
VICTORIA		Worth	£	97	Worth	£ 479. 0. 0
		On	Percentage		On	Percentage
WEST AUSTRALIA		Worth	£	24	Worth	£ 81.11. 0
		On	Percentage		On	Percentage
TOTALS		Worth	£	295	Worth	£1462.13. 6
		On	Percentage		On	Percentage

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING 14th. February, 1964.

14th. July, 1964.
RELEASE DATE

"HIS LAWFUL WIVES"
PRODUCTION

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES		Worth	£	81	Worth	£ 383. 15. 0
		On	Percentage		On	Percentage
NEW ZEALAND		Worth	£	46	Worth	£ 292. 7. 6
		On	Percentage		On	Percentage
QUEENSLAND		Worth	£	47	Worth	£ 226. 0. 0
		On	Percentage		On	Percentage
VICTORIA		Worth	£	97	Worth	£ 479. 0. 0
		On	Percentage		On	Percentage
WEST AUSTRALIA		Worth	£	24	Worth	£ 81.11. 0
		On	Percentage		On	Percentage
TOTALS		Worth	£	295	Worth	£ 1462.13. 6
		On	Percentage		On	Percentage

"HIS DARKER SELF" ACCOUNT TO FEB. 19th., 1937.

Due Producer			Paid by Aust. Corporation.		
Amount due Producer as of Feb. 12th., account	---	£952. 2. 5	Amount paid by Aust. Corp. as of Feb. 12th., account	---	£937. 2. 9
70% share of film rentals for week ending Feb. 19th.		14. 0			
Total due Producer	---	£952.16. 5	Total paid by Aust. Corp.	---	£937. 2. 9

Total due Producer	---	£952.16. 5
Total paid by Aust. Corporation		937. 2. 9
Balance due Producer	---	£ 15.13. 8

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT.

"HIS DARKER SELF"
(Name of Production)

Week Ending 19th. Feb., 1927/ 192

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
305	Tivoli	Elmore	Vic	Feb. 9th.	1	1	0	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING 26th. FEBRUARY. 1927.

RELEASE DATE: 1st. MAY. 1926.

PRODUCTION: "MAN DARKER THAN"

EXCHANGE	THIS WEEK		ACCUMULATIVE	
	No. of CONTRACTS	RENTALS	No. of CONTRACTS	RENTALS
NEW SOUTH WALES	Worth On	£ Percentage	51 Worth On	£ 383.15. 0 Percentage
NEW ZEALAND	Worth On	£ Percentage	46 Worth On	£ 292. 7. 6 Percentage
QUEENSLAND	Worth On	£ Percentage	47 Worth On	£ 226. 0. 0 Percentage
VICTORIA	Worth On	£ Percentage	97 Worth On	£ 479. 0. 0 Percentage
WEST AUSTRALIA	Worth On	£ Percentage	24 Worth On	£ 81.11. 0 Percentage
TOTALS	Worth On	£ Percentage	295 Worth On	£ 1462.13. 6 Percentage

UNITED ARTISTS (AUSTRALASIA) LTD.

"HIS DARKER SELF" ACCOUNT TO FEB. 26TH., 1927.

Due Producer			Paid by Aust. Corporation.		
Amount due Producer as of Feb. 19th., account	---	£952.16. 5	Amount paid by Aust. Corp. as of Feb. 19th., account	---	£937. 2. 9
70% share of film rentals for week ending Feb. 26th.		1.15. 0			
Total due Producer	---	£954.11. 5	Total paid by Aust. Corp.	---	£937. 2. 9

Total due Producer	---	£954.11. 5
Total paid by Aust, Corporation		937. 2. 9
Balance due Producer	---	£ 17. 8. 8

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

UNITED ARTISTS (AUSTRALASIA) LIMITED.

FILM RENTAL REPORT

"HIS DARKER SELF"

(Name of Production) WEEK ENDING 26th. Feb., 1927.

Contract Number	THEATRE	CITY	STATE	PLAY DATES	Length of Run Days	RENTAL		
311	Paramount	Maffra	Vic.	Feb. 16th.	1	1	0	0
324	Shire Hall	Benalla	"	" 19th.	1	1	10	0
						£ 2	10	0

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

Established 1910

WORLD's INTERNATIONAL FILM OFFICE

ALGEMEEN INTERNATIONAAL FILMBUREAU

AMSTERDAM Centrum W 2, HOLLAND

NIEUWE HEERENGRACHT 115

Filmdistributiers

REPRESENTING:
PATHÉ EXCHANGE INC., NEW YORK
VITAGRAPH CO. OF AMERICA, NEW YORK — PARIS
H. P. SALES AGENCY LTD., LONDON

CABLE-ADDRESS:
WORLDFILM-NIEUWEHEERENGRACHT-AMSTERDAM
TELEPHONE:
AMSTERDAM 12071 & 12072
OTHER USED:
A. B. C. 5TH & 6TH ED.
DE BUSSY'S MODERN MERCURY CODE

D.W.GRIFFITH's FILM OFFICES

Broadway 1476 777
42nd Street
New York

March 1st 1927

Gentlemen,

Will you kindly let us know the lowest price of a print with flash titles of HEARTS OF THE WORLD (war picture) for the territory of Holland and Colonies and if the negative is still under your control? - If not please let us hear at the same time where copies can be had.

We understand that there is still sufficient publicity matter with the above picture and should therefore kindly ask you to send us with synopses, sample posters and photos so that in case we could pass you an order for prints, the publicty matter we want, can be ordered at the same time.

Perhaps you will be good enough to cable us also where in Europe a positive print of the said picture, can be seen.

Finally kindly let us know what other films you have still open for Holland and Colonies in exclusivity and oblige

Faithfully yours

World's International Film Office

Stoepker

March 1st 1927.

Mr. Raymond Klune,
c/o D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Klune:

Will you kindly send me a check for $167.98 and charge the same to Mr. Griffith's personal account. This item arises out of a Tax assessment of the dissolved D.W.G.Corporation, payment of which item we held up for the reason that the Company has been dissolved, but the Collector now claims that since Mr. Griffith received all the assets of the Corporation, viz: "THE BIRTH OF A NATION" stock and royalties also "INTOLERANCE", "FALL OF BABYLON" etc. the Government has a right to follow these assets into his hands in case the amount is not paid. In order to avoid any possible annoyance in this matter we believe it would be better to pay the same.

There will be a refund of $88.98 which will be returned in due course. You will remember this is the matter which I forwarded to the Government in the form of a proposition in settlement, enclosing a check for $88.98, which proposition however the Government has rejected on the ground that Mr.Griffith is amply able to take care of the full amount, viz: $167.98.

Check for said item should go forward this week.

Very truly yours,

AHTB:GDM

#19

Manufacturers Trust Company

PRINCIPAL OFFICE: 149 BROADWAY NEW YORK N.Y.

512 Fifth Avenue corner 43rd Street

March 1, 1927.

Mr. D. W. Griffith,
1470 Broadway,
New York, N. Y.

Dear Mr. Griffith:

This will acknowledge receipt of the new note of the G. & H. Pictures Corporation, and the $500. check to be applied on the loan.

Thanking you for your courtesy in the matter, we are

Yours very truly,

W. Ray Coffman
Assistant Secretary

Frederick Lawrence

Hotel Grenoble
54th St. & 7th Ave.
Tel. Circle 0909.

New York, March 2, 1927.

Dear Miss Conway,-

The sale of FLORENCE NIGHTINGALE to Famous Players remains in the same situation, so far as I am concerned, as when I last took up with Mr. Griffith through yourself my proposition to sell the story to him, provided I could obtain from Famous a release of the rights back to myself, and at the same price they agreed to pay me,- $10,000:00.

I still desire Mr. Griffith to produce the story in picture form above any other director. I know of no man possessing his superb artistry, and I think that the magnificent scenes as well as the dignity and dramatic power of the story would receive the master's touch at Mr. Griffith's hands. In addition I am so fond of Florence Nightingale as a historic woman that I would regret exceedingly seeing a picture in which her personality, her tremendous crusade for humanity, and the great cause of nursing of which she was the mother, portrayed by another than the master artist of the screen.

Had I not signed my rights in the story away I would hold the story indefinitely awaiting Mr. Griffith's decision, but I did sign them over, and accepted the first payment of $2000:00, so I have no discretion but to unquestioningly observe the contract if Famous insist upon that course. But the last time I discussed the story's future with Mr. Salsbury, of Famous, I received, not the assurance but an impression, that they would yield the rights back to me upon the refund to them of the $2,000:00 already paid me. In that event I would be willing to sell it to Mr. Griffith at the price,- $10,000:00,- which Famous contracted to pay.

The second installment,- $5000:00,- is due on the 15th of this present March, or any time thereafter on my demand. Should Mr. Griffith require further reasonable time to arrive at a final decision I would be willing to defer making the demand on Famous beyond the 15th of March, if you will kindly inform me of his wishes.

Very sinserely yours,

Frederick Lawrence

Telephone: Bryant [illegible]

Cable Address "Jacwilk"

JACOB WILK
Motion Pictures
1476 BROADWAY

New York March 2, 1927.

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey,

I heard from Mr. Kelly to get in touch with you with regard to ROMANCE and would appreciate your giving me the clause in the contract which makes it possible for any one to produce ROMANCE.

Yours very sincerely,

Jake Wilk

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANSHAF, Secretary
T. C. SPRING, Treasurer

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D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT

March 9, 1927.

Mr. A. H. T. Banshaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf,

I find that what Jake Wilk wanted was whether or not there is a clause in the Romance contract whereby Doris Keene can prevent him from selling. The people he had in mind naturally brought this question up and want to be sure that it is free and clear. I told him that I understood from the contract that we are compelled to get Miss Keene's permission, but that I thought there would be no difficulty in doing so.

Very truly yours,

A. Griffith Grey

AGG/CC

FIFTH AVENUE PLAYHOUSE
66 FIFTH AVENUE
NEW YORK

PHONE CHELSEA 1110

March 5th 1927

Mr D W Griffith
1476 Broadway
New York City

Dear Mr Griffith:

We are very grateful for your acquiescence to our request that you present the FIFTH AVENUE PLAYHOUSE Medal to the best amateur effort of 1926.

We feel sure that no more fitting a person than yourself could have been selected to make this award and thank you again for your cooperation.

The time is Saturday, March 5th, at four o'clock, at this theatre.

We are making arrangements with news reel and other photographers to take pictures.

Very sincerely

Joseph R. Fliesler

JOSEPH R FLIESLER

JRF/MC

WESTERN UNION

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Los Angeles, California,
March 4, 1927.

A. H. T. Banshaf,
130 W. 42nd St.,
New York, N. Y.

Examined title search in Flint's office this morning STOP Apparently no taxes were paid in nineteen twenty one and nineteen twenty two STOP Flint claims he sent you letter from title company yesterday showing exact amount necessary to pay back taxes and redeem property from sale to state STOP Not having seen escrow instructions nor any of the papers I must work somewhat in the dark but I believe that it can be easily arranged to have these payments made out of proceeds of loan if Flint will agree STOP If you wish me to look at instructions and amend them to provide for it this way suggest you wire Flint that I have authority to represent client STOP Imperative as I have before pointed out that all tax bills be addressed to some one here so that these matters may be properly checked up STOP Do not know who was handling tax matters in 1921-1922, but suppose it was Sternlov STOP Will take considerably over thirty five hundred dollars to clear up back liens of taxes and various assessments STOP Will be very glad to be of any service STOP Kindest regards.

Charge to Loyd Wright,
208 Currier Building.

Loyd Wright.

March 4, 1947.

Dear Mr. Epping,

Am dashing this off on the Olympic so will make it short. As per your cable I sent by mail today 12 large jars of Vaseraub, which I hope will reach you in good time and shape. You said 20 jars, but I presume you meant the small jars, and as the 12 large were a sale (35¢ each) I thought I would get 12 of them. However, if you need the other eight just let me know and will send them along.

Enclosed find bill from Sulka. If it is O. K. please mark accordingly and return and I will pay.

So far there is no reduction in the Federal tax, in fact, Juntser was in to-day and said he doesn't think there will be, so I will mail your return. He also said he did not know whether or not we would even be allowed the usual 25% we had last year on the State Tax. Will you please let me know if you made this reduction on the return you left with me. I presume you did not, so the chances are the return will go as it is on April 15th unless a change takes place suddenly, in which event I will act as instructed by you. Pardon haste as I want to make the boat tonight. Regards to you and Mrs. Epping

Sincerely,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 4th 1927.

Mr. Emil Jannings,
c/o Famous Players Lasky Corp.,
Hollywood, California.

Dear Mr. Jannings:

I had hoped to be back to the Coast in order that I could talk to you about your Income Tax Statement for the year 1926 which must be made up and filed by you and Mrs. Jannings as of March 15th 1927.

Since it may be that I will not be at the Coast in time I suggest that you take this matter up with our mutual friend, Henry Hertzbrun, who will, I am sure, gladly assist you in preparing your and Mrs. Jannings Tax Statement for 1926.

Bear in mind that the total salary you have received from Famous Players during 1926 will be reported by the Company to the Government as having been paid to you during that period, hence I will wire you the amount so reported by Famous Players so that there may be no misunderstanding.

You of course will be entitled to deduct from said salary any personal expenses you may be put to in the course of your profession as an actor. For instance, you may deduct that portion of your automobile and chauffeurs expenses based on the time the automobile and chauffeur are used for your professional purposes as distinguished from the use thereof for your pleasure.

You may deduct the cost of cosmetics and cost of any wearing apparel which you may pay for and which cannot be used for other than professional purposes; expenses of valet who may assist you in dressing and make-up in your professional capacity; any personal advertising that you may have paid for and any moneys you may pay for entertainment for business purposes and also expenses you may be put to in having others look out for proposed stories for you, or any other business advice that may be paid for by you in this connection.

You also may deduct moneys which you expend for going to the theatre and motion pictures if this is done for professional purposes. Also you may deduct any interests on any indebtedness you may owe or have owed; any so-called Governmental luxury taxes which you may have paid and you may deduct an amount for depreciation on your automobile, also based on the time said automobile is used in connection with business purposes.

However, since all these matters may sound complicated to you I would suggest that you take the matter up with Mr.Hertzbrun

Trusting that you and Mrs. Jennings are enjoying your associations with the Famous Players and your American surroundings, I remain, with kindest regards and best wishes

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 5th 1927.

Collector of Internal Revenue,
67th Street and Broadway,
New York City.

Attention Miss Twirg.

Re: D.W.G. Corporation Tax for year 1919.
IT:E:RR-280 -60D GSF

Dear Sir:

I enclose herewith check to your order for $167.98 in payment of additional tax assessment of D.W.G. Corporation for the calendar year 1919.

Very truly yours,

GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY
A. HOMER PLATTEN
TREASURER

OFFICE OF THE TREASURER

149

March 7, 1927.

Dear Mr. Griffith,

Annual Meeting of Members,
March 29, 1927 - 2 P. M.

Herewith notice and proxy. Will you kindly let me know at your early convenience whether you will be present at the meeting?

Even though your intention may be to attend meeting of the members, kindly execute the enclosed proxy so that in the event that unforeseen circumstances subsequently prevent your personal attendance, we may have your proxy available. If it is unlikely that you will attend this meeting, it will be necessary that you execute the enclosed proxy and return to the writer.

Kindly note that whoever you designate as your proxy must be present in person, in accordance with the requirements of the By-laws of the Association.

For your convenience, it may be noted that you may designate Mr. Hays as your proxy, if that will simplify matters for you.

With kindest regards, I am

Respectfully yours,

A. Homer Platten
Assistant Secretary.

D. W. Griffith, Esq.,
D. W. Griffith, Inc.,
1107 Longacre Building,
New York City, N.Y.

March 7th 1927.

Mr. J. J. Murdoch,
Palace Theatre Building,
B'way & 47th Street,
New York City.

Dear Mr. Murdoch:

The following are the points which Mr. Griffith insists upon to be inserted in the Producer's and/or Distributor's contract:

1. Where exchanges are owned by Pathe gross receipts divided 65 - 35; where exchanges are now owned by Pathe gross receipts divided 85 -15.

2. All pictures produced by Mr. Griffith either personally or under his supervision to be owned by the Producing Company and distributed through Pathe for a period of ten years or if this is not feasible according to Pathe's set-up then Mr. Griffith to receive a salary of $2,000. per week, instead of $1,000. for supervising, percentage to remain the same.

3. Pathe's right to cancel if two consecutive pictures in each class exceed agreed upon costs.

4. Contract must be definite for at least two years, thereafter can be cancelled on at least six months' notice by either party.

5. Producing Company to have capital, say $100,000. to hire and develop stars who may be farmed out without Pathe's consent or profit.

6. Mr. Griffith to control casting, editing, and continuity of all pictures.

7. Pathe and Griffith to mutually agree on stories. Any delay by Pathe's failure to consent to story must not be charged to time of making pictures.

8. Pathe to guarantee contract between Griffith and the Producing Company.

9. First personally directed picture not to exceed 25 weeks instead of 20. This on account of organization plans.

10. Pathe to spend an agreed amount for advertising

each picture which is not to be charged against Producer's share of gross.

The other items which I have included in my proposed contract which are dissimilar to that proposed by Mr. Innerarity, and I do not believe either you or he will seriously object to, as stated to you last night, Mr. Griffith has lost practically three and one-half months awaiting a definite agreement.

Very truly yours,

AHTB:GDM

Comparative Statement of one picture distributed through United Artists Corporation financed by Joe Schenck.

One picture distributed through Pathe financed by Pathe on the assumption that both gross a Million Dollars in the United States.

The Canadian, English and Australian distribution of United Artists Corporation is based on a 30-70 basis, the rest of the world 50-50.

Pathe Distribution is 35, as I understand it for the whole world.

However, the important countries are United States and English-speaking countries.

This comparative statement makes no allowance for the United Artists stock interest neither does it figure allowance for supervised pictures on Pathe.

Supposed gross receipts United States	$1,000,000.	
	75%	to Producer
neg cost $350,000.	750,000.	net to "
cost P. plus prints $50,000.	400,000.	
	350,000.	Profit

Schenck share 75% until 50% of neg cost back $175,000		
G.sha 25% 43,750	218,750	
50% to each	2(131,250	
	65,625.	

G.salary 17½ net $4,000.--	$70,000.
G 25%	43,750.
50 balance	65,625
Total 1 picture	$ 179,375

This does not include United Artists stock rights

* * * * * * * * * * * * *

Supposed gross receipts
United States $1,000,000.
65% to producer
$ 650,000. net to Prod.
400,000.
$ 250,000. g. profit

net cost $350,000.
cost plus print $50,000.

Pathe share 75%
until 50% of net cost
back - $175,000.
Gs 25% 43,750

218,750
50% to each 2 (31,250
$ 15,625.

Salary 20 w. - -	$ 20,000.
25 % " " - - -	43,750.
50% " " " - -	15,625
Total - - -	$139,375.

* * * * * * * * * * * * * * * * * *

Supervised pictures assume total gross $ 500,000.
65% To Prod.
$ 325,000. Prod. gross

Total cost neg. plus prints - - - 6300,000.
$ 25,000. profit
50% To prod.
$ 12,500. Prod. profit
50% to Mr.G.
$ 6,250. Mr.Gs profits

Assuming two supervised pictures, to one personally directed gives profit of $15,500 on two supervised pictures plus salary for 20 wks at $1,000. per week - $20,000.

Re-Capitulation:

Total profit pmaspicture U.A. - - - - - - - - - - - -		-$179,375
Total profit personally directed picture Pathe - - - - - - - - - -	$ 139,375.	
Plus total profit 2 supervised pict.	12,500.	
Salary 20 wks @ $1,000. wk - - - - -	20,000.	171,875

STATUTORY FORM B.
Release of Part of Mortgaged Premises.
Individual or Corporation

Julius Blumberg, Law Blank Publisher
80 Broad Street, New York

This Indenture, *made the* 7th *day of* March *, nineteen hundred and twenty-seven*

Between D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, having its office at 1476 Broadway, City and State of New York,

, party of the first part,

and EDGEWATER POINT, INC., a New York Corporation, having its principal office in the Village of Mamaroneck, Westchester County, New York

, party of the second part,

Whereas, said EDGEWATER POINT, INC.,

by indenture of mortgage, bearing date the 4th *day of* August *nineteen hundred and* twenty-five *, recorded in the office of the* Register *of the County of* Westchester *, in liber* 2383 *of mortgages, of Section* *, page* 147 *, on the* 12th *day of* August *, nineteen hundred and* twenty-five *, for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto* D. W. GRIFFITH, INCORPORATED, said party of the first part

And Whereas, *the party of the first part, at the request of the party of the second part, has agreed to give up and surrender the lands hereinafter described unto the party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage,*

Now this Indenture Witnesseth, *that the party of the first part, in pursuance of said agreement, and in consideration of* One Hundred ($100) --------- *Dollars, lawful money of the United States,*

paid by the party of the second part, does grant, release and quitclaim unto the party of the second part, all that part of said mortgaged lands described as follows:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

All those two (2) lots of land situate in the Town of Mamaroneck, Westchester County, New York, designated as Lots Sixty-five (65) and Sixty-six (66) on a map entitled "Subdivision Map of Edgewater Point in the Village of Mamaroneck, Westchester Co., N. Y.," made by A. J. Foote, C. E. and surveyor, dated June 20, 1926, and filed in the office of the Register of Westchester County on July 2, 1926, as Map No. 3013, said lots when taken together as one plot being more particularly bounded and described according to said map as follows:

BEGINNING at a point on the westerly side of Flagler Drive adjoining the northeast corner of Lot 64, thence running north 76° 42' 30" west along the northerly line of Lot 64, One Hundred Fifty-Seven and Eighty-Nine Hundredths (157.89) feet to the easterly face of the sea wall shown on said map; thence south 4° 38' 40" west along the easterly face of the sea wall, Twenty-six (26) feet to a point of curve as shown on said map; thence continuing in a northerly direction along the easterly face of the sea wall having a radius of 71 feet, Twenty and seventeen hundredths (20.17) feet to a point of tangent; thence north 13° 38' east and along the easterly face of the sea wall, Forty-nine and twenty-five hundredths (49.25) feet to a point of curve as shown on said map; thence northerly along the easterly face of the sea wall having a radius of 766.50 feet, Seven (7) feet to the southwesterly corner of Lot 67; thence south 75° 15' east along the southerly line of Lot 67, One hundred seventy-two and eighty-two hundredths (172.82) feet to the westerly line of Flagler Drive; thence southerly along the westerly line of Flagler Drive having a radius of 907.54 feet as shown on said map, Eighty and ninety-two hundredths (80.92) feet to a point of curve in the easterly line of Lot 65 as shown on said map; thence continuing along the westerly line of Flagler Drive having a radius of 173 feet, Seventeen (17) feet to the point of beginning. Reserving to the grantor the fee of any highway upon which said premises may abut but conveying to the grantee the right to use such highway for usual street purposes in common with the grantor and other owners of lots on said map.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land under water between the premises hereby conveyed and the approximate line of the New York State Water Grant as shown on said map and between the northerly and southerly lines of the premises hereby conveyed if the same were extended westerly in a straight line to the line of said water grant.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to so much of the sea wall which runs along the rear or westerly side of the premises hereby conveyed, together with the land upon which said sea wall is erected and together with any other upland which may lie between the said premises and the land under water adjoining the same.

Together *with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the party of the first part, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from said mortgage, and that the rest of the land in said mortgage specified may remain to the party of the first part as heretofore,*

To Have and to Hold *the lands and premises hereby released and conveyed to the party of the second part,* **its successors** *and assigns, to* **its** *and their own proper use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.*

In Witness Whereof, *the party of the first part* **has caused these presents to be signed by its duly authorised officers and its corporate seal to be hereunto affixed by order of its Board of Directors the day and year first above written.**

D. W. GRIFFITH, INCORPORATED

By D. W. Griffith

~~Vice~~ President

In presence of

Attest: Albert H. Banzhaf

Sec'y

State of
County of } ss.:

On the day of , nineteen hundred and before me came , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides in

that he knows

to be the individual described in, and who executed the foregoing instrument; that he, said subscribing witness, was present, and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Reserve this space for use of Recording Office

D. W. GRIFFITH, INCOPORATED

to

EDGEWATER POINT, INC.

Release,

PART OF MORTGAGED PREMISES.

Dated, ... *192*...

The land affected by the within instrument lies in Section ..... *in Block* ..... *on the Land Map of*
Town of Mamaroneck, County of Westchester, N.Y.

Record and return to

State of New York
County of New York } ss.:
On the [illegible] day of [illegible], nineteen hundred and twenty one
before me came [illegible]
to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

State of New York
County of New York } ss.:
On the [illegible] day of [illegible], nineteen hundred and twenty one
before me came [illegible]
to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York
that he is the of
the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of of said corporation; and that he signed h name thereto by like order.

Sydney Franklin

75.

March 6, 1927.

Miss Nattie Wight,
121 West Victoria St.,
Santa Barbara, Calif.

Dear Cousin Nattie,

I am having a genealogist trace our family on both sides and I wonder if you would mind writing anything you remember about our family history. I hate to put you to this trouble, but I will greatly appreciate what information you can give me about the descent of the Griffiths from the Brayluptons in England, and also do you happen to remember where Grandfather lived in Virginia and from what line of the Oglesbys my Mother came and their relationship to the Carters and what relationship were the Illinois and Georgia governors of that name.

I know this is a great deal of work and trouble for you, but if you can get in a stenographer it would be much easier to dictate it and whatever expense you incur, send the bill on to me, and I will remit accordingly.

With very best wishes and regards, I remain

As ever,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 6, 1957.

Dear Brother Will,

I am having a genealogist look up our family, and I want to get all the information you can give me about our family, and about Father's and Mother's families. I have written to Sister Ruth for any information she can give me.

You might ask any of the Oglesbys what they know of the Griffith family and also perhaps Charlie Griffith's family may know something on this subject.

Let me have the above information as soon as you possibly can.

With very best wishes to all, I remain

As ever,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#20

March 6, 1927

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:-

I have your letter of March 6th enclosing check for $500 to apply on the indebtedness of the G. & H. Pictures Corporation.

Thanking you, we are

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

March 6, 1927.

Mr. S. J. Kaufman,
Roxy Theatre,
50th St & 7th Ave.,
New York, N. Y.

Dear Mr. Kaufman,

Will you kindly let bearer have two mezzanine seats for the opening night for Mr. Griffith. Check is herewith enclosed. However, if you haven't any $11 seats left, will you please let him have the very best that you have.

Thanking you, I am

Yours very truly,

AGG/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 6, 1927.

Mr. Gordon Hillman,
The Boston Advertiser,
93 Summer Street,
Boston, Mass.

Dear Mr. Hillman,

I want to thank you very much for your sweet letter of February 24th. The years teach us that the best reward is the reward of appreciation and understanding, and I am very glad indeed that you liked my little effort "The Sorrows of Satan".

It is much more fun to actually please the people that understand than it is to try to please the people as a whole which, as you know, is an impossible task. So I want you to know that I really - and this is as sincere as a man can be - genuinely appreciate and thank you for your letter.

As you said, it was a tough job to make a picture out of the story which I never liked, and only made through peculiar, and I am afraid, unfortunate pressure of circumstances.

When there are such stories as those written by Joseph Conrad for instance, it almost seems a pitiful waste of time to try to make a picture out of "The Sorrows of Satan". Of course, this is not for publication.

I have not as yet quite decided what I am going to do. However, there are several propositions that look rather good, and I hope to make more picture that you - and that doesn't mean just you alone, but the class of people you represent - will like.

Most sincerely yours,

DWG/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 111

Under envelope only

Aug 11-1931

BYRD MUSIC
SPECIAL WRITER
Mrs. W. E. D. Lockington
Care of The Washington Post
Address 1762 N St N.W.
[redacted]
New York City

FRED A. MUSCHENHEIM

Hotel Astor
TIMES SQUARE
New York

FRED A. MUSCHENHEIM

PUBLIC WRITING ROOMS

Mar 1, 1923

My dear Mr. Griffiths:

It was indeed a pleasure to meet you yesterday through our mutual friend, Mrs. Burt Humphries, and a greater pleasure to know that you will be, I sincerely hope, a guest of honor at the Shakespearean banquet at the Hotel Biltmore, on the evening of April, 23rd. Our program will be unique

Hotel Astor
TIMES SQUARE
New York

FRED'K A. MUSCHENHEIM

PUBLIC WRITING ROOMS

2

in the history of Shakespearean celebrations. Recently, I had the honor of presenting "Shakespeare, Premier Advertising Writer" to the Shakespeare Society, but "Shakespeare's Dietitian" will be introduced at this banquet by the toast master, my husband, Dr. W. E. Deutinger, who will serve only food mentioned in the plays of the Great Bard. Old English recipes dating back to the fourteenth century will be used, and the floral decorations

Hotel Astor

TIMES SQUARE

New York

FRANK A. MUSCHENHEIM

CABLE ADDRESS: MUSCHEN

will consist only of flowers mentioned in his plays, with a sprig of rosemary from Shakespeare's garden for each guest. Shakespearean ~~songs~~ will be furnished by a grand opera prima donna, Patricia Ryan, while Coslanelli, the Italian violinist, will play the costumes of Midsummer Night's Dream.

Mrs. Humphries and I would like to have you join us for tea next Sunday afternoon at the home of a friend Mrs. E. Harriman Wright at the Chatsworth, 72nd & Riverside Drive. Mr. Wright is the noted landscape painter whom you would enjoy, I am sure.

Sincerely,

Byrd Mock.

Song
Rosemary

1.

Rosemary rare, sweet breath of earth,
Blest the bridegroom you adorn,
Blest the corpse you rest upon;
Friends who wear you nat'er will sever,
Lovers fond to parted never,
And amaranth fair will last forever.

Chor: Rosemary for Remembrance sweet
From Shakespeare's garden; flower replete
With healing, perfume, nectar fine;
The gods distilled Rosemary wine.

2.

Seared was rosemary blue,
Once a flower of paler hue,
Till the Blessed Virgin threw
Her amure rose upon its bloom
To catch a breath of its perfume,
Then, lo, this tint it did assume.

3.

The woman rules where'er you grow
In rich profusion, high or low,
For old legends tell us so.
In kingly gardens you were queen
Of all the herbs, with glossy green
And fragrant leaves of silver sheen.

4.

For sweet remembrance sake, to you
I give rosemary wet with dew
Of early dawn of friendship true;
Wear it in your heart of heart;
May I, by its magic art,
Never from your thoughts depart.

(Ophelia)

Byrd Mock

I wrote this song for our Shakespeare Banquet. It is being set to music by Wilmuth Gary, noted Washington composer.

COPY

PRICE, WATERHOUSE & CO.

56 Pine Street

New York
March 9,1927.

Attention of Mr.A.J.Kelly

United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Sirs:-

UNITED ARTISTS FILM VERLEIH G.m.b.H.
Berlin

For your information we are enclosing copy of a letter received from our Berlin office, dated February 17th, relative to the condition of the accounts of the Berlin branch, together with copy of a letter written by them to your Berlin company, reporting upon the cash records.

This information is sent to you in order that you may be kept advised of any new developments in the German situation and we shall make a point of furnishing you with any additional data relating to this subject that comes to our attention.

Yours very truly,

(signed) Price Waterhouse & Co.

Enclosures:
Copies of two letters, each
dated February 17,1927.

Ex. 6

COPY

PRICE, WATERHOUSE & CO.

Schadowstrasse 2a,
Unter den Linden,
Berlin, N.W.7

February 17.1927.

United Artists Film Verleih, G.m.b.H.
Friedrichstrasse 2,
BERLIN S.W.

Dear Sirs,

CASH RECORDS

In accordance with your instructions we have made an attempt to check the above records in order to ascertain the details of the discrepancy of about R.M. 12 000 00 which we understand has arisen between the cash actually on hand and the book balance shown by the cash account.

After careful investigation of the matter we have come to the conclusion that the records maintained were so inadequate that no intelligible result could be produced even if a complete detailed check were made.

The system of recording cash transaction would appear briefly to have been planned as follows:-

(1) Cash receipts were to be entered in a "cash received" book and distributed over various nominal accounts. All cash received was to be paid into bank intact and an entry made in red ink in the "cash received" book recording this payment.

(2) Cash payments were to be entered in a "cash paid" book and periodically a cheque was to be drawn to replenish the cashier's float.

(3) Payments by cheque were to be entered firstly in the "cash paid" book and from there to be debited to various nominal accounts, secondly in the "Cash received" book and from there to be credited to bank account.

(4) No personal ledgers were to be maintained for either film customers or suppliers.

In practice the system appears to have broken down completely. The work we have done revealed that during part of the period not only cash, but bills, post dated cheques and returned cheques have been entered in the books as cash received. We are informed that in fact the cashier was not in complete control of the cash but that he made entries in the cash book from slips of paper sent to him by the office manager, who in some cases did not surrender the cash to the cashier but retained the whole or part of the funds for the payment of current expenses, while in many cases cash receipts were not paid into the bank until several weeks after receipt. Receipts retained for the payment of current expenses were supposed to be restored to the cashier by drawing a cheque to cover such amounts, but it is not possible to determine whether this procedure was actually followed in all instances.

Our examination revealed the following facts:-

(a) In the majority of cases tested, we were unable to identify cash received with amounts lodged with the bankers, and it appeared that no record of the composition of these latter amounts had been retained.

(b) It was obvious that the procedure outlined in notes 2 and 3 above had not been adhered to in all cases.

(c) We were unable to satisfy ourselves that any periodical cash count had been made and agreement effected with the books. We suggested that possibly the cashier had maintained a separate record of the cash actually under his control, but we were informed that such was not the case. We understand that the cashier is no longer in the company's employ

We do not consider that any good purpose could be served by continuing our examination, as it appears probable that the only result achieved would be the production of a voluminous list of differences which would be capable of conveying no more information than that which already appears in the books.

We understand that the method of accounting has been modified recently and that the cash is now under the control of one official, but we would recommend that you should consider the advisability of installing a more modern and workable system with a view to establishing a proper control over the company's funds.

Yours very truly

COPY

PRICE, WATERHOUSE & CO.

Schadowstrasse 1a,
Unter den Linden,
BERLIN, N.W. 7

February 17,1927

Messrs. Price,Waterhouse & Co.,
NEW YORK.

Dear Sirs,

UNITED ARTISTS FILM VERLEIH G.m.b.H., BERLIN

We have recently been requested by Mr.Crosswell Smith, the European Director of the United Artists Corporation, to investigate a difference of approximately R.M. 12 000 00 appearing on the Cash Records of the above Company.

Messrs. Lybrand, Ross Bros. and Montgomery had already made an extended examination of the cash transactions and are issuing a report, the draft of which their manager in Berlin kindly permitted us to see, stating that in view of the state of the records it is impossible to locate this difference or to ascertain whether it results from cash defalcations or from errors in bookkeeping.

Mr.Smith requested us to examine the records with a view to ascertaining whether some possible means did not exist of throwing some further light on this matter. Our conclusions are set out in a letter addressed to the Company, copy of which is attached hereto.

In our opinion the facts disclose gross negligence on the part of the Treasurer of the Company, a Mr.Harrison, who we understand is being recalled to New York.

It now transpires that the general records of the Company are also in extremely bad shape and we have been requested by Mr.Smith to make an examination of the accounts to December 4,1926, as at which date the detailed records of the Company are to be transferred to Paris, in the manner described in our letter of December 20,1926.

From a cursory survey it appears that the Accounts prepared at that date are almost entirely unreliable and it may well be that the only course open will be to prepare a statement of Assets and Liabilities at December 4, 1926.

We understand that in America the Rentals of United Artists Corporation are almost entirely upon a cash basis; the records in Berlin have been designed in this form, although in fact, owing to local conditions, the business has to be conducted on a credit basis. The result is that the records of amounts outstanding by Exhibitors are only maintained as memoranda.

No reliable information exists in Berlin of the sums actually due by Exhibitors, the only persons having this information being apparently the various Exchange Managers. We have accordingly requested the Company to secure detailed statements of outstandings from the Exchanges, which will be checked with the memorandum records in Berlin.

There appears a possibility that as a result of this check, items may come to light which will have a bearing on the cash difference.

We shall keep you informed of any further developements of this matter.

Yours very truly,

(signed) PRICE, WATERHOUSE & CO.

ALBERT H. T. BENGUIAT
JOHN D. PENGLETON

BENGUIAT & PENGLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
WISCONSIN 1866
CABLE ADDRESS
"BENGUIAT"

March 9th 1927.

Mr. D.W.Griffith,
Hotel Astor,
New York City.

Dear Mr. Griffith:

We have all given so much thought to and expressed our respective opinions on the making of new contracts since about December 1st last that I believe it is advisable for purposes of record and clarity of thinking that we carefully analyze in parallel columns the respective merits of the two propositions under consideration:

UNITED ARTISTS GROUP	PATHE - P.D.C.
Distributes pictures of the leading artists of the world, viz: John Barrymore, Charles Chaplin, Mary Pickford, Douglas Fairbanks, Norma Talmadge, Gloria Swanson, Buster Keaton, Constance Talmadge, Ronald Colman, Vilma Banky, Corinne Griffith, etc.	Distributes pictures produced by Cecil B. DeMille who has the following stars: Rod LaRoque, Leatrice Joy, Jetta Goudal

GROSS BOOKINGS

United is known in the trade as having grossed more per picture than any other distributing organization in the United States and Canada and we know that no Griffith picture has grossed less than $500,000. and at an average gross of $1,155,000. and a maximum gross of $2,850,000. to date, excepting however ISNT LIFE WONDERFUL and SALLY OF THE SAWDUST, which latter picture has grossed to date $1,000,000.	We have no knowledge of gross received by Pathe or P.D.C. but we know that Harold Lloyd and Hal Roach units left Pathe for better terms.
United operates its own exchanges in United States and distributes for 25% of the gross (may be changed to 27½%).	Pathe operates its own exchanges in United States only and charges 35% of gross for the entire world.

operates own exchanges in United Kingdom, Canada, Australia & New Zealand for 30% of the gross. Operates own exchanges on European Continent, South America and practically all Far East for 50% of gross. Where it does not operate exchanges it makes a charge of 5% for renting, leasing or closing franchise rights.

The United Artists owns and operates 26 foreign exchanges and only sells outright in those countries which are too small to warrant the operation of an office.

For the rest of the world it licenses or grants franchises or distributing rights to others and deducts from the gross receipts received from such sub-distributors 35% of the gross for this service.

ADVERTISING

United Artists pays for regular film advertising and other disbursements out of its share of gross; pays proportionate cost of prints over limited number; takes out copyright at its own expense; pays for film cartons, packing, insurance, etc. out of its share of gross.

Pathe pays advertising but charges same to Producer's share of gross. Pathe charges cost of containers, and insurance of film out of Producer's share of gross. Pathe does not share on print charge and has no limitation as to number of prints which it may demand and an arbitrary charge of $25 per reel is made against Producer's share of gross receipts irrespective of cost. Expense of copyright is charged out of Producer's share of gross.

TERM OF DISTRIBUTING CONTRACT

United Artists' distributing rights expires five years from the release date of picture in United States and Canada; six years in foreign territory. Should distributor become bankrupt or otherwise fail to carry out terms of its contract, all rights revert to Producer who is absolute owner of picture including copyrights, negative, positive prints and "stills".

Distributor owns picture outright and has perpetual distributing rights on basis 65-35. Therefore has control through its own option to reissues and should Distributor become bankrupt Producer's interest in pictures will be jeopardized, if not lost entirely.

GRIFFITH'S OWNERSHIP RIGHTS IN DISTRIBUTING COMPANIES

Griffith Company owns $30,000. preferred stock of United Artists Corporation representing 1/6th total preferred stock issued. Griffith owns controls 1/5th common stock United Artists conditioned upon delivery

Griffith Company will have no stock interest or voice in management or control of the Distributing Co. and has no share in its profits. It has however a 50% voice in the policies of the producing company.

next five pictures. If said pictures are not delivered common stock rights forfeited to United. Under United Artists contract, Griffith has 1/6 control of distributing organization and has director on board whose services are compensated for by United Artists out of its share of gross receipts.

United Artists owned, formed and controlled for advantage of independent producers and has no interlocking directorship or control in exhibiting organizations except certain key-center houses where United Artists pictures are shown on the theory of a general pre-release on the basis of 75% of the gross receipts after an allowance of fixed charge for house operating expenses. Has no other theatre affiliations and deals with all exhibitors on independent bookings each picture. If producer dissatisfied with contract obtained by United he may reject contract and procure other within 30 days.

Distributing Co. one-half owned and controlled by Keith-Albee without any investment of capital, other 1/2 owned by bankers, DeMille and public. Distributing Co. owns no theatres, however has contract or will have contract with Keith-Albee to furnish all pictures to them at prices to be agreed upon by Distributing Co. representative and Keith-Albee representative. If contract not satisfactory to Producer, Producer must secure better contract within 14 days or contract procured by Distributor stands.

Distributor's policy will therefore be 1/2 controlled by its greatest purchasing power without Distributing Co. participating in any profits of exhibiting company.

HISTORY OF COMPANIES

United Artists has established itself without outside capital and may at any time float a large stock issue or combine with one of the other leading producing and distributing organizations. Its last year of operation on a played and earned basis it practically broke even and it expects to make a substantial profit in the ensuing year.

In case of such stock issue or consolidation Griffith Co. would substantially profit thereby.

Pathe has been and is at present financed by bankers and the public and is consolidating with P.D.C. which has been a losing proposition since its inception.

Griffith Co. has no interest in Distributing organization.

MANAGEMENT

United Artists Corporation managed by successful motion picture Producer who has not alone substantial interest in the Distributing Co. but has a greater substantial interest in his producing units and will consequently be vitally interested in securing best prices from ex-

One-half interest of Distributor owned and controlled by a distinctly exhibitor organization which is closely owned and held by individuals who will control or substantially control policy of Distributing Co. and therefore dominate its selling policy to their own organization.

hibitors in whom he has no financial interest.

SALARY

Practically same in both cases.

PROFITS

Profits of personally directed pictures same in both contracts, except figures on 75%-70% and 50% respectively from gross receipts where exhibitor operates own exchanges and figures upon 95% of gross receipts where pictures are sold by State Rights or on franchise basis. Griffith Co. has right to finance own pictures at any time and thus receive entire share of gross.

Profits same, personally directed pictures, but loss in a group of two pictures to be offset by profits of other. Profits arrived at on 65% of gross receipts, irrespective of whether Distributor owns its own exchanges or not. Producer has 1/4 interest of profits of supervised pictures represented by dividends as and when paid by the Producing Co. on 1/2 stock ownership. Griffith Co. has no right to finance its own pictures unless it terminates contract, after two years on six months' notice and then must seek new distributing sources.

[Griffith has no present interest in profits of supervised pictures. Griffith Co. has right to make contracts with stars and develop same in its own name and right to farm them out without sharing profits with either producing unit or United.]

Griffith Co. has no right to make personal contracts with stars. Contract must be made in name of Producing Co. but for benefit of Pathe and has no right to farm out without Pathe's consent and has no interest in profits in case so farmed out.

The only advantage arising out of Pathe contract is the 25% profit which may be earned by ownership of 1/2 stock interest in the Producing Company but such profits of course will be offset by any losses made in any year by the other supervised pictures or arising out of any loss due to any other reason.

There is also a doubtful advantage of Pathe's right to exhibit its pictures in houses and circuits owned and controlled by Keith-Albee at prices to be mutually agreed upon. Since Keith-Albee is the dominating interest in control of Pathe and since Pathe has no interest in the operating profits of the theatres the contracts will naturally be made, if any favor is shown, in that of the Keith-Albee interests, who, after all

are primarily interested in vaudeville, in which industry their fortune has been made. They are now turning to pictures as a side issue to keep their houses supplied with a product which will be a filler-in and not the main feature of their program, and which also is usually the last feature on the program. The tendency will be to buy as cheaply as possible and not to buy the outstanding features which would tend to take up too much of their program and interfere with their general vaudeville policy.

However, since Keith-Albee have no capital investment in the proposed new Distributing Company, in which they have at least one-half control they will be only morally interested in keeping such new corporation going in the event it is not a financial success.

The other large organizations such as, Famous Players, which is a Producing and Distributing organization, owns and controls its theatres and circuit of theatres outright or has substantial interests therein and in such organizations it is good business to permit each branch to show profits if possible. Such would not be the case in the Keith-Albee-Pathe combination, as Keith-Albee need not care whether Pathe and its subsidiary companies make any profit at all so long as they are able to operate at a margin of receipts over disbursements.

I do not believe that the present management of Keith-Albee would operate under such a short-sighted policy but as sensible men I do not believe they would operate the Pathe and its subsidiary corporations at a loss to them in case they found that they had to pay more for pictures by this means than by buying in the open market.

This is perfectly natural and they would not be the business men they are if they did otherwise.

The United Artists Corporation not having any theatre affiliations except in a limited number of cities, can and has been releasing its pictures through all the circuits and to independent exhibitors and there can be no serious closing of the doors by concerted action of large exhibitors circuits against any group because of the Sherman Anti-Trust Law, and the rulings of the Federal Trade Commission. Furthermore there is always a market for good pictures.

Should you decide against the United Artists you will have $30,000. invested in a competitor and will lose one-fifth ownership in a Company which you have aided to build into a world-wide distributing organization, second to none and commanding the respect and emulation of the entire industry, and on the other hand you will become affiliated with a new organization which is builded upon one failure (P.D.C.) and one that has lost its best talent.

I have written at length since after all a matter of such importance should be carefully considered and conclusions arrived at in writing and I therefore, as attorney for you, as attorney for the Griffith Corporation and as a Director of the Griffith Corporation, want to go on record in favor of continuing your affiliations with the United Artists Corporation.

Very truly yours,

Albert T. Rawlins

AHTB:GDM

AGREEMENT made and entered into this 9th day of March, 1927, by and between D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, having its office at 1476 Broadway, City and State of New York, hereinafter referred to as the "Lessor", party of the first part, and DR. ABA SCHATTMAN, Wahringestrasse 76, Vienna, Austria, hereinafter referred to as the "Lessee", party of the second part.

WITNESSETH:

WHEREAS, the Lessor is the sole owner of the motion picture photoplay entitled "ISN'T LIFE WONDERFUL;" and

WHEREAS, the Lessee is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition positive prints of such photoplay throughout the countries of Germany and Russia, hereinafter referred to as the "territory" on the terms hereinafter more fully set forth.

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar, lawful money of the United States, by each of the parties to the other in hand paid, receipt whereof is hereby mutually acknowledged, and in further consideration of the mutual covenants, agreements, terms and conditions of this AGREEMENT hereinafter contained, the parties hereto do hereby agree as follows:

FIRST: The Lessor hereby licenses the Lessee to exhibit and distribute for exhibition in the aforesaid territory, the motion picture photoplay entitled "ISN'T LIFE WONDERFUL," which license is hereby granted for a period of three (3) years from the date of this AGREEMENT.

SECOND: The Lessor hereby agrees to furnish the Lessee F. O. B. New York City two (2) positive prints of the aforesaid photoplay, to be paid for by Lessee out of gross receipts as in Article Tenth provided, and further positive prints not exceeding ten (10) after the said Lessee shall

have actually released the said photoplay in one of the countries of the territory hereinbefore specified, said further prints to be paid for by Lessee at the time of delivery thereof and to be recouped by him as disbursements under provisions of said Article Tenth, it being understood and agreed between the parties that such further and additional positive prints shall be furnished at the option of the Lessor and subject to wear, tear or destruction of the negative of the said photoplay.

THIRD: The positive prints furnished in accordance with the foregoing article shall be supplied at the rate of four (4) cents per linear foot for each of said positive prints, together with cost of shipping, customs duties, freight, drayage, forwarding charges and other incidentals in connection therewith, the total sum of which shall be paid in the manner hereinafter specified.

FOURTH: The legal title in and to any and all of the positive prints of the aforesaid photoplay deliverable, pursuant to this AGREEMENT, shall at all times be and remain solely in the Lessor, its successors or assigns, and the Lessee agrees that his possession of said positive prints shall be as Trustee for the benefit of the Lessor, with the right to the use of the said positive prints for the purposes of this AGREEMENT.

FIFTH: Each and every positive print delivered to the Lessee is to be returned to the Lessor as it may direct at its option and expense upon the expiration or termination of this AGREEMENT, provided the same has not been lost, stolen or accidentally destroyed, in any of which events, the Lessee hereby agrees to cause to be delivered to the LESSOR, a full and accurate statement of the facts concerning such loss, destruction or theft, duly sworn to before a person competent

to take an oath. The Lessee further agrees that he shall remain responsible for the said positive prints and for their delivery to a designated agent of the Lessor, in the event of the termination or expiration of the rights under this AGREEMENT, said designation to be given to the Lessee in writing within ninety (90) days after the termination or expiration of this Lessee's rights.

SIXTH: The Lessor agrees and guarantees that he will not permit any of the positive prints of said photoplay to be copied or duplicated and to immediately notify the Lessor of any infringement of the copyrights of said photoplay coming to his knowledge.

SEVENTH: The Lessor agrees that it will not exhibit the said photoplays delivered to the Lessee hereunder in said territory, not will it cause the same to be exhibited therein, and the Lessor will not lease, license, hire, supply or sell prints of such production to any person, firm or corporation or association for the use in said Territory during the term of the license herein granted, nor will it let, lease, license, hire, market, dispose of, exhibit or permit others than the Lessee or those deriving their rights to exhibit from said Lessee so far as the Lessor may control such exhibition by others to exhibit such photoplays.

EIGHTH: The Lessor hereby gives and grants to the Lessee the right to enjoin any showing of the aforesaid motion picture photoplays, except by the Lessee under this AGREEMENT by any party not authorized so to exhibit it in the said Territory, and to sue for damages therefor, but any such action shall be taken at the expense of the Lessee, and the Lessor shall in no way be liable for the acts of the Lessee in relation thereto.

NINTH: The Lessee hereby agrees that he will make due and diligent efforts to immediately release the said photoplay in one or more of the countries of the territory hereinbefore specified, and agrees to obtain the proper "Kontingent" necessary for the exhibition and distribution of the said photoplay and further to properly advertise and exploit the said photoplay in the said territory at his own cost and expense, subject to recoupment of moneys as hereinafter set forth.

TENTH: As and for the royalty for the rights herein granted, the said Lessee hereby agrees: That all receipts derived, or to be derived, from the exhibition, exploitation or distribution of the said photoplay, shall be received by the Lessee as Trustee for the benefit of the Lessor; that the first moneys so received by the said Lessor shall be applied to and be retained by the Lessee in recoupment of any and all necessary disbursements made by the Lessee in connection with the distribution, exhibition or exploitation of the said photoplay in the countries of the territory hereinbefore mentioned. Thereafter, the necessary moneys, shall be paid, as and when received, to the Lessor to repay it for the cost of prints supplied to the Lessee as hereinbefore set forth. Thereafter of any and all moneys received or derived from such exhibition and distribution of said photoplay, 66 2/3% thereof shall be paid as hereinafter provided tonthe Lessor and 33 1/3% thereof shall be paid to and retained by the said Lessee.

ELEVENTH: The Lessee hereby agrees to make, render and send by registered mail, addressed to the Lessor, full, true and accurate monthly statements showing the details and source of all moneys received by reason of the distribution, exploitation or exhibition of the said photoplay, to-

gether with a full, true and accurate statement of all necessary and proper disbursements made by the Lessee for and on account of the advertising, distribution, exhibition or exploitation of the said photoplay, said monthly statements to be accompanied, as and when any moneys shall become due and payable to the Lessor, with a remittance payable in New York Exchange of the equivalent amount in dollars represented by the Lessor's share of gross receipts as hereinafter set forth. The Lessee further agrees to keep full, true and accurate books of account showing all disbursements made and receipts derived in connection with the exploitation, exhibition or distribution of the said photoplay and shall submit, together with the monthly statements herein above referred to, original receipted vouchers of all moneys disbursed by him as above set forth and hereby grants the Lessor or its authorized agent or agents the right to examine at all reasonable times the said books of account and other records of the Lessee as well as contracts for the exhibition, distribution or exploitation of the said photoplay.

TWELFTH: The Lessee agrees that prior to his entering into any agreement for the distribution, exploitation or exhibition of the said photoplay, he will submit the terms of the said proposed agreement to the Lessor or its authorized representative in Germany whom it shall designate for this purpose, whose approval shall first be had before the said Lessee shall execute and deliver the proposed agreement.

THIRTEENTH: In the event that the Lessee makes default

(a) in paying to the Lessor any of the sums herein agreed to be paid

(b) in exhibiting prints of the said photoplay outside of the Territory herein stated.

(c) in assigning his interest in this AGREEMENT except as herein provided for, by either voluntary or involuntary act, or should the Lessee file a petition in bankruptcy or be adjudged bankrupt, or be adjudicated or be judicially declared insolvent, or unable to pay his debts, or be judicially granted an extension of time to pay his debts, or upon other breach or default by the Lessee under this AGREEMENT, then on the happening of any one or more of these events, the Lessor may at its option terminate this AGREEMENT by giving thirty (30) days' notice in writing to the Lessee declaring its intention so to do, and may then seize and take wherever found any and all prints theretofore caused to be made by the Lessee of said motion picture photoplays, and the Lessor may also enjoin, without further notice, in any Court or Courts having jurisdiction the use of all prints delivered to the Lessee under this AGREEMENT.

FOURTEENTH: The rights and remedies hereinbefore last given to the Lessor are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this AGREEMENT otherwise granted or by law created and vested in the Lessor, and any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or a consent to any subsequent breach on the part of the Lessee.

FIFTEENTH: The Lessee hereby agrees that all exhibitions or performances of said photoplays shall be run with appropriate musical accompaniment, with all titles, sub-titles,

trailers and leaders, if any, in the continuity of the story as now or as may hereafter be edited by the Lessor, and the Lessee hereby further agrees that the positive prints of said photoplay in his possession or under his control will not be cut or changed unless by express request or order of a duly constituted censorship or other Governmental authority, or at the express direction of the Lessor, subject to the usages and customs of the country in which such photoplays may be exhibited in accordance with the terms of the agreement.

SIXTEENTH: It is understood and agreed that the Lessee is not the representative of the Lessor in any manner whatsoever, and the Lessee agrees that he will not so hold himself out, either by advertising or otherwise, to the trade or public, or to any person whomsoever, and that the Lessor shall not be liable for or bound by any representation, act or omission whatever of the Lessee.

SEVENTEENTH: It is further expressly understood and agreed that this AGREEMENT in no wise constitutes a partnership between the parties hereto.

EIGHTEENTH: This AGREEMENT is declared to be personal in respect to each of the parties, and it is agreed that the Lessee shall not be permitted to assign this AGREEMENT without the written consent of the Lessor first had and obtained.

NINETEENTH: This contract and/or any matters pertaining thereto shall be construed according to the laws of the State of New York and of the United States of America.

TWENTIETH: Neither party hereto shall be liable for any defaults or delays caused by act of God, war or other circumstances beyond its or his control.

TWENTY-FIRST: The covenants herein contained shall bind the heirs, executors and administrators of the Lessee, and the successors and assigns of the Lessor.

TWENTY-SECOND: It is further agreed that the name of "D. W. GRIFFITH" shall appear as producer of said photoplay, and his name shall be in large type as any other printed matter on all prints and all lithographs, posters and other advertising, including newspaper advertisement and other advertising accessories.

TWENTY-THIRD: It is further agreed that the Lessee shall have no right to copyright said photoplay or register the names thereof, or the name of D. W. GRIFFITH or D. W. GRIFFITH INCORPORATED, or any name similar thereto as a trademark in any form whatsoever, and it is further agreed between the parties that this AGREEMENT does not assign to, license or confer upon the Lessee any performing or producing rights or interest in the copyright of said motion picture photoplay, except the limited right of production or exhibition for the period herein mentioned.

TWENTY-FOURTH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of the Lessor, or any other company, shall be binding or be considered a part of any agreement between the Lessor and the Lessees unless herein expressly contained, and no variation or modification of this AGREEMENT shall be made, except in writing signed on the party of the Lessor by its President, Vice- President, or Secretary, who, it is mutually agreed, are the only persons authorized to sign the same on behalf of the Lessor.

FIFTH-FIFTH: Any notice under this AGREEMENT to be given to the Lessor shall be given at its office 1476 Broadway, New York, N. Y., and any notice under this AGREEMENT to be given to the Lessee shall be given to him at 105 West 74th Street, New York, N. Y.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed by order of its Board of Directors and the Lessee has hereunto set his hand and seal the day and year first above written.

D. W. GRIFFITH, INCORPORATED

Attest: Alvin F. Vaughley Sec

By A. L. Gray Vice President

(L.S.)

CITY, COUNTY AND STATE OF NEW YORK } ss.:

On this day of March, 1927, before me personally came to me known, who being by me duly sworn, did depose and say, that he resided in the County of State of New York; that he is the of D. W. GRIFFITH, INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it is so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

CITY, COUNTY AND STATE OF NEW YORK } ss.:

On this day of March, 1927, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN OF THE BOARD
MARY PICKFORD
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

1584

March 10, 1927

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
W. 42nd St.,
New York City

Dear Mr. Banshaf:

Enclosed please find copy of a letter from Mr. Guy Croswell Smith, dated Berlin, February 19th, with reference to increase in the capital of the German corporation.

You will note that this change was made without the authority of the Board of Directors of the United Artists Corporation. It is quite apparent that an emergency existed and the matter had to be attended to at once. The writer sees no objection to this increase in capital, as on a previous occasion we were compelled to increase it from 24,000 to 100,000 Marks.

For the information of all concerned, beg to state that under the new regime and new plan of operation of the German company, expenses have been materially reduced, and the corporation made money for the first time in its career during the month of January.

It will be the policy of the Foreign Department to continue to administrate the German branch as at present,-- all papers and accounts through the Paris Office until the officers of the corporation feel that we have a permanent business in Germany and will warrant the support of the Home Office in Berlin

You may be interested in the operating figures of the last four weeks, which are as follows:

Date 1927	Played and Earned Marks	Expenses Marks	% of Expenses to P. & E.	Sales Marks	% of Expenses to Sales
Jan 22	48,000	14,000	29.2	175,000	8.0
" 29	43,000	21,000	49.0	59,000	35.6
Feb 5	48,000	18,750	39.1	109,000	17.2
" 12	63,000	19,350	31.	127,000	15.3

Very truly yours,
UNITED ARTISTS CORPORATION

AWK G

Vice President-Treasurer

Form 1-105-A

WESTERN UNION

NO. | CASH OR CHG.

CHECK

TIME FILED

NEWCOMB CARLTON, PRESIDENT — A. N. WILLSTON, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Los Angeles, California,
March 11, 1927.

A. H. T. Banshaf,
120 W. 42nd St.,
New York, N. Y.

Have arranged to pay taxes in escrow STOP Will keep you advised as matter progresses STOP Regards.

Loyd Wright.

Charge to Loyd Wright,
208 Currier Building.

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

NA7 526AM 50 NL 7 EXTRA

GS LOSANGELES CALIF MAR 11 12 1927

A U GREY

CARE INDIVIDUAL PICTURE CORPN LONGACRE BLDG NEWYORK NY

MR GREY HEARING ALL SORTS OF RUMORS ABOUT MR G COMING HERE WOULD LIKE TO GET LOW DOWN FROM YOU HAD SEVERAL PROPOSITIONS WOULD RATHER BE WITH G AGAIN ON ACCOUNT OUR LONG ASSOCIATION WOULD BE MORE CONTENTED WOULD NOT MIND WAITING LONGER THINGS ARE PICKING UP HERE AGAIN ROSE AND I SEND OUR BEST REGARDS TO MRS GREY AND YOURSELF SAME TO MR G/ REMEMBER ME TO THE BUNCH ESPECIALLY JOE SHEEHAN

JAMES E SMITH

228 SOUTH DOHENY BLVD BEVERLYHILLS.

D. W. Griffith, Esq.
Griffith Studios.
Mt. M. C.

My dear Sir —

I have arranged for the dramatic rights to "The Empress Might Have Been" by Octave Claudy. This is not a story which would appeal to the producer who must have a story and happily. By that I mean "happily" in the usual sense. There are, however, so many kinds of happiness that the "golden waterso", Napoleon's only love, may have achieved hers.

It appears to me that here might be a tale of poignant beauty for the delectable Lillian Gish. A lonely, loving, gossamer, creature holding tightly to her passion even though armies marched across her heart. The envied of empresses,

betrayed by a conqueror,
betrayed by a minister, bribed by
a throne for her son, — but carrying
only to death burning in her heart
an unselfish love.

It appears to me that the
story, with its picturesque background
of Poland and France: its overtones of
battle and smoke: its exquisite,
un-tarnishable, heroine: its historical
interest, might be effective for the
screen.

If you are interested I
should be glad to hear from you.

Yours sincerely
Mary Kellogg Sherriff.

(Mrs. M. S.)
Nov. 17th. '27.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY FOR MR. RANSHAF

March 18th, 1927

Mr. D. W. Griffith,
1107 Longacre Bldg.,
New York City

Dear Mr. Griffith:

At a recent conference with Mr. Joseph M. Schenck about the matter of Producers' Liability with reference to the losses on "ROMANCE" amounting to $63,253.34 as of January 29th, 1927, it was decided that each producer should be responsible for his or her share of said liability, and in accordance with the instructions of Mr. Schenck, we have this day charged the Studio A/c of each of the producers concerned with their proportionate share amounting to $12,650.67.

You will no doubt recall that the liability was divided among the following stockholders:

1/5 to Mr. Douglas Fairbanks
1/5 to Miss Mary Pickford
1/5 to Mr. Charles Chaplin
1/5 to Mr. D. W. Griffith
1/5 to United Artists Corporation

All future rentals received on this picture will be divided into five parts and distributed accordingly.

This letter is sent you as a matter of record, you having paid in excess of your share and credit has already been given you for the difference.

Very truly yours,
UNITED ARTISTS CORPORATION

Vice President-Treasurer
Arthur W. Kelly

AWK G

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

125

COPY ATTENTION MR. BANZHAF

March 13th, 1927

Mr. D. W. Griffith,
1107 Longacre Bldg.,
New York City

Dear Mr. Griffith:

At a recent conference with Mr. Schenck it was decided that the Liability carried on the books against the Associated Authors should be paid by each producer according to his or her proportionate share. This liability amounts to $57,812.14, and is made up as follows:

Due on "Richard the Lion Hearted"	$19,434.00
" " "Loving Lies"	18,143.71
" " "No More Women"	20,234.33
	$57,812.14

The United Artists Corporation paid the Associated Authors indebtedness to the Mutual Bank, satisfying the notes outstanding which notes were guaranteed by the following producers in equal proportions, viz:

1/4 Mary Pickford
1/4 Douglas Fairbanks
1/4 D. W. Griffith
1/4 Nathan Burkan

All future rentals received on these pictures will be divided in four parts, for account of the producers mentioned above, and distributed accordingly.

This letter is sent you as a matter of record, you having paid in excess of your share and credit has already been given you for the difference.

Very truly yours,
UNITED ARTISTS CORPORATION

Vice President-Treasurer
Arthur W. Kelly

AWK G

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAMS TO ALL AMERICA

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DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

Signal after the number of words in this message indicates this Letter "L" is a Night Letter or "Nite" a Night Telegram

SFA23 98 NL

GS LOSANGELES CALIF 12

A H T BANZHAF

130 WEST 42 ST NEWYORK NY

HAVE ARRANGED FOR PAYMENT OF EVERYTHING EXCEPT ITEMS TWELVE AND FIFTEEN AND THE WIESE WIDNEY MATTER AS SHOWN IN LETTER FROM TITLE COMPANY STOP TRYING TO ARRANGE FOR THIS TO BE TAKEN CARE OF THROUGH ESCROW IF I FAIL IN THIS I WILL IMMEDIATELY GET THE AMOUNTS NECESSARY TO RAISE THEM AND WIRE YOU OR ADVANCE THE MONEY AND WIRE YOU LATER STOP HAVE NO REASON TO BELIEVE THAT DEAL WILL NOT GO THROUGH STOP HAVE NOT SEEN STERNLOV BUT

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT

Signal after the number of words indicates Day Letter, N. L. Night Letter or "Collect" Night Telegram

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO

STANDARD TIME INDICATED ON THIS MESSAGE

FA83 SHEET 8 GS LOSANGELES CALIF SANZHAF NY NY

AFTER THE MATTER IS OVER I PROPOSE GETTING HIM IN AND WILL RENDER FULL REPORT STOP KINDEST REGARDS

LOYD WRIGHT.

INVESTMENT BUILDING
March 14, 1917.

D. W. Griffith, Esquire,
New York, N. Y.

My dear Mr. Griffith:

I would thank you to please let me know if you would be interested in filming the great Russian romance "Peace and War," by Count Leo Tolstoy, as I am authorized to submit it for filming purposes.

It would be possible to obtain the co-operation of Count Leo Tolstoy, Jr., and I have been assured by Countess Tolstoy, a granddaughter of the great author, that she would be willing to take part in the film.

From the enclosed postal card you may see that she is a very pretty young woman, and as she has been very successful in amateur theatricals, I am certain that she would add immensely to the success of the production of the greatest novel that has ever been written on the subject of Peace and War. Thanking you to please return the enclosed post card, and to let me hear from you at your earliest opportunity, I am,

VHD:A

sincerely,

Victor Hugo Duras

Ex-American Vice Consul at St. Petersburgh.

N. B. Should you not be interested, I would thank you to let me know what company you think might be interested.

Frederick Lawrence

Hotel Grenoble
58th St. & 7th Ave.
Tel. Circle 0909

New York, March 14, 1927.

Dear Miss Conway,-

Tomorrow, March 15th, I have the right to demand and receive from Famous Players a payment of $5,000.00 for my story, "FLORENCE NIGHTINGALE." However, in the present circumstances, I shall not prefer the demand, but shall wait until Mr. Griffith has had ample time to make his mind up concerning his desire to purchase or decline to purchase the story.

I shall take the liberty of telephoning you tomorrow to ask your opinion as to the length of time Mr. Griffith may require. There is no neccessity for haste because, fortunately, I am in no immediate need of the money from Famous Players, and it will be all right to defer making the demand for a short time.

Sincerely yours,

Frederick Lawrence

March 14, 1927.

D. F. F. & Distributors of America, Inc.,
449 Fifth Avenue,
New York, N. Y.

Replying to your letter of February 26th, please be advised that all the pictures of our Corporation with the exception of "Orphans of the Storm" and "The White Rose" are distributed in the United Kingdom through the Allied Artists Corporation, and all detail regarding same can be obtained through them.

"The White Rose" is distributed, through outright sale, by the Ideal Films, Ltd. and "Orphans of the Storm" through outright sale by the World Master Productions, Ltd.

Trusting this is the desired information, we are

Yours very truly,

D. W. Griffith, Inc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 14th, 1957

Collector of Internal Revenue,
2nd District, Fish Smith Inc,
New York City.

Dear Sir:-

Please find tax returns for 1956 of the

DAVID W. GRIFFITH CORP.

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1120
U. S. Internal Revenue
(Auditor's Stamp)

CORPORATION INCOME TAX RETURN
For Calendar Year 1926

File This Return with the Collector of Internal Revenue for Your District on or Before March 15, 1927

PRINT PLAINLY CORPORATION'S NAME AND BUSINESS ADDRESS

DAVID W. GRIFFITH CORP
(Name)

150 WEST 46th STREET
(Street and Number)

NEW YORK NEW YORK
(Post Office and State)

Date of Incorporation December 15, 1915

Under the Laws of what State or Country New York

Page 1 of Return

File Code

Serial Number

(Cashier's Stamp)

Cash Check M. O. Date of Int. First Payment

$

Carded

At

KIND OF BUSINESS Rental of motion pictures to business firms

IS THIS A CONSOLIDATED RETURN? No

Line no. Schedule No.	GROSS INCOME		
1.	Gross Sales from Trading or Manufacturing, Less Returns and Allowances		$
2.	Less Cost of Goods Sold:		
	(a) Inventory at beginning of year	$	
	(b) Merchandise bought for sale		
	(c) Cost of manufacturing or otherwise producing goods (From Schedule A)		
	(d) Total of lines (a), (b), and (c)	$	
	(e) Less inventory at end of year		
3.	Gross Profit from Trading or Manufacturing (Item 1 minus Item 2)		$
4.	Gross Profit from Operations Other Than Trading or Manufacturing. (State source of income):		
	(a)		
	(b)		
	(c)		
5.	Interest on Bank Deposits, Notes, Mortgages, and Corporation Bonds		
6.	Rents		
7.	Royalties		
8.	Profit from Sale of Real Estate, Stocks, Bonds, and other Capital Assets (From Schedule B)		
9.	Dividends on Stock of Domestic Corporations		
10.	Other Income (including dividends received on stock of foreign corporations). (State nature of income):		
	(a)		
	(b)		
	(c)		
11.	TOTAL INCOME IN ITEMS 3 TO 10		$

	DEDUCTIONS		
12.	Compensation of Officers (From Schedule C)	$	
13.	Rent on Business Property		
14.	Repairs (From Schedule D)		
15.	Interest		
16.	Taxes (From Schedule E)		
17.	Losses by Fire, Storm, etc. (From Schedule F)		
18.	Bad Debts (From Schedule G)		
19.	Dividends (From Schedule H)		
20.	Depreciation (resulting from exhaustion, wear and tear, or obsolescence) (From Schedule I)		
21.	Depletion of Mines, Oil and Gas Wells, Timber, etc. (Submit schedule, see Instruction 21)		
22.	Other Deductions Not Reported Above. (Explain below, or on separate sheet):		
	(a) Salaries and wages. (Not included in Item 2, 12, or 14 above)		
	(b) Net Loss for prior year. (Submit schedule)		
	(c)		
	(d)		
	(e)	$	
	(f)		
23.	TOTAL DEDUCTIONS IN ITEMS 12 TO 22		$
24.	NET INCOME (Item 11 minus Item 23)		$

COMPUTATION OF TAX

25.	Net Income (Item 24 above)	$	
26.	Less Credit of $2,000 (for a domestic corporation having a net income of less than $25,270)		
27.	Balance (Item 25 minus Item 26)	$	
28.	Income Tax (13½% of Item 27)		$
29.	If the Net Income of a Domestic Corporation is Less Than $25,270, Enter the Amount in Excess of $25,000		
30.	Total Tax (Item 28 plus Item 29)		$
31.	Less: Income Tax Paid at Source. (This credit can only be allowed to a nonresident foreign corporation)	$	
32.	Income and Profits Taxes Paid to a Foreign Country or to a Possession of the United States by a domestic corporation		
33.	Balance of Tax (Item 30 minus Items 31 and 32)		$

An amended return must be marked "Amended" at top of return

Checks and drafts will be accepted only if payable at par 2—14037

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE A—COST OF MANUFACTURING OR PRODUCING GOODS (See Instruction 8)

Items	Amount		Items	Amount (Enter as Item 9a)	
Salaries and wages	$			$	
Material and supplies					

SCHEDULE B—PROFIT FROM SALE OF REAL ESTATE, STOCKS, BONDS, ETC. (See Instruction 9)

1. Kind of Property	2. Date Acquired	3. Amount Received		4. Depreciation Allowable Since Acquisition		5. Cost		6. Value as of March 1, 1913		7. Subsequent Improvements		8. Net Profit (Enter as Item 9)	
		$		$		$		$		$		$	

State how property was acquired

SCHEDULE C—COMPENSATION OF OFFICERS (See Instruction 12)

1. Name of Officer	2. Official Title	3. Time Devoted to Business	Shares of Stock Owned 4. Common	5. Preferred	6. Amount of Compensation (Enter as Item 13)	
					$	

SCHEDULE D—COST OF REPAIRS (See Instruction 14)

1. Items	2. Amount (Enter as Item 14)	
Salaries and wages	$	

SCHEDULE E—TAXES PAID (See Instruction 16)

1. Items	2. Amount (Enter as Item 16)	
	$	

SCHEDULE F—EXPLANATION OF LOSSES BY FIRE, STORM, ETC. (See Instruction 17)

1. Kind of Property	2. Date Acquired	3. Cost		4. Value as of March 1, 1913		5. Subsequent Improvements		6. Depreciation Allowable Since Acquisition		7. Insurance and Salvage Value		8. Net Loss (Enter as Item 17)	
		$		$		$		$		$		$	

State how property was acquired

SCHEDULE G—BAD DEBTS (See Instruction 18)

1. Year	2. Sales on Account		3. Bad Debts	
1921	$		$	
1922				
1923				
1924				
1925				

SCHEDULE H—DIVIDENDS DEDUCTIBLE (See Instruction 19)

1. Name of Corporation	Amount of Dividends 2. Domestic		3. Foreign	
	$		$	

SCHEDULE I—EXPLANATION OF DEDUCTION FOR DEPRECIATION (See Instruction 20)

1. Kind of Property (If buildings, state material of which constructed)	2. Date Acquired	3. Age When Acquired	4. Probable Life After Acquirement	5. Cost		6. Value as of March 1, 1913		Amount of Depreciation Charged Off 7. Previous years		8. This year	
				$		$		$		$	

Attach a separate sheet if any of the above schedules do not provide sufficient space

SCHEDULE K—BALANCE SHEETS (See Instruction 43)

Items	Beginning of Taxable Year: Amount	Beginning of Taxable Year: Total	End of Taxable Year: Amount	End of Taxable Year: Total
ASSETS				
1. Cash		$		$
2. Notes receivable				
3. Accounts receivable	$		$	
Less reserve for bad debts				
4. Inventories:				
Raw materials	$		$	
Work in process				
Finished goods				
Supplies				
5. Investments:				
Obligations of a State, Territory, or any political subdivision thereof, or the District of Columbia	$		$	
Securities issued under the Federal Farm Loan Act, or under such Act as amended				
Obligations of the United States or its possessions				
6. Loans (describe fully):				
A. M. T. Banshaf	$ 4 896 84		$	
		4 896 84		
7. Deferred charges:				
Prepaid insurance	$		$	
Prepaid taxes				
8. Capital assets:				
Land				
Buildings	$		$	
Machinery and equipment				
Furniture and fixtures				
Delivery equipment				
	$		$	
Less reserves for depreciation and depletion				
9. Patents				
10. Good will and License		10 000 --		
11. Other assets (describe fully):				
	$		$	
12. TOTAL ASSETS		$ 14 896 84		$
LIABILITIES				
13. Notes payable		$		$
14. Accounts payable				
15. Accrued expenses (describe fully):				
	$		$	
16. Other liabilities (describe fully):				
	$		$	
17. Capital stock:				
Preferred stock (less stock in treasury)	$		$	
Common stock (less stock in treasury)		10 000 00		
18. Surplus	$ 4 896 84		$	
19. Undivided profits		4 896 84		
20. TOTAL LIABILITIES		$ 14 896 84		$

Remarks

2—14037

SCHEDULE L—RECONCILIATION OF NET INCOME AND ANALYSIS OF CHANGES IN SURPLUS

1. Net income from Line 24, page 1 of the return	$				14. Undistributed deductions:			
2. Dividends received:					(a) Contributions, gifts, and donations	$		
(a) Interest on obligations of a State, Territory, or any political subdivision thereof, or the District of Columbia, to the extent exempt from taxation					(b) Income and excess profits taxes paid or accrued to the United States, not in excess of a total tax rate of 12 per cent of the income of the taxable year as computed without the benefit of section 23 (p) of the Revenue Act of 1926			
(b) Interest on obligations of the United States and its instrumentalities to the extent tax exempt under the laws of the United States					(c) Federal taxes paid on tax-free covenant bonds			
(c) Interest on refunds of the United States or its possessions					(d) Amortized premium on bond liquidating to reduce the value of the tax-exempt bonds			
(d) Interest on obligations of the State of Connecticut issued prior to March 1, 1915, which is exempt from taxation under section 3 of the Revenue Act of 1926					(e) Expenses, losses, depreciation, or amortization related to income not subject to tax			
(e) Proceeds of life insurance policies paid upon the death of the insured					(f) Disbursements and reserves			
(f) Other items of nontaxable income (to be detailed):					(g) Expenses incurred and paid for the use of any office or employee during the corporation's taxable year in connection with the production of nontaxable income			
(1)					(h) Interest on indebtedness incurred or continued to purchase or carry obligations or securities the interest upon which is wholly exempt from taxation			
(2)					(i) A reserve for losses on bad debts which are not included in Line 10, page 1 of return			
(3)					(j) A reserve for contingencies, etc. (to be detailed):			
3. Charges against reserve for bad debts, if Line 10, page 1 of return, is not an amount in a reserve					(1)			
4. Charges against reserve for contingencies, etc. (to be detailed):					(2)			
(a)					(3)			
(b)					(k) Other undistributed deductions (to be detailed):			
(c)					(1)			
5. Total of Lines 1 to 4, inclusive	$				(2)			
6. Total from Line 14					(3)			
7. Net profit for year as shown by books, before any adjustments are made thereon (Line 7 below plus Line 13)	$				15. Total of Line 14	$		
8. Surplus and undivided profits as shown by balance sheet at close of preceding taxable year					16. Dividends paid during the taxable year (state whether paid in cash, stock or other property, in other language):			
9. Other credits to surplus (to be detailed):					(a) Date paid ..... Character	$		
(a)					(b) Date paid ..... Character			
(b)					(c) Date paid ..... Character			
(c)					(d) Date paid ..... Character			
10. Total of Lines 7 to 9, inclusive	$				17. Other debits to surplus (to be detailed):			
11. Total from Line 17					(a)			
12. Surplus and undivided profits as shown by balance sheet at close of taxable year (Line 10 minus Line 11)	$				(b)			
					(c)			
					18. Total of Lines 16 and 17	$		

QUESTIONS

KIND OF BUSINESS

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

A.—Agriculture and related industries, including fishing, logging, ice harvesting, etc., and also the leasing of such property. State the product or products. **B.**—Mining and quarrying, including gas and oil wells, and also the leasing of such property. State the product or products. **C.**—Manufacturing. State the product and also the material if not implied by the name of the product. **D.**—Construction—excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. **E1.**—Transportation—rail, water, local, etc. State the kind and special product transported, if any. **E2.**—Public utilities—gas (natural, coal, or water); electric light or power (hydro or steam generated); heating (steam or hot water); telephone; waterworks or power. **E3.**—Storage—without trading or profit from sales—(elevators, warehouses, stockyards, etc.). State product stored. **E4.**—Leasing transportation or utilities. State kind of property. **F.**—Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, and product handled. Sales with storage with profit primarily from sales. **G.**—Service—domestic, including hotels, restaurants, etc.; amusements; other professional, personal, or technical service. State the service. **H.**—Finance, including banking, real estate, insurance. **I.**—Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own the source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation)

Inactive

AFFILIATIONS WITH OTHER CORPORATIONS

SEE INSTRUCTION 38

4. Does the corporation own 95 per cent or more of the outstanding capital stock of another domestic corporation or of other corporations? No

5. Is over 95 per cent or more of your outstanding capital stock owned by another corporation? No

6. Is 95 per cent or more of your outstanding capital stock as well as 95 per cent or more of the outstanding capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals, partnerships, or corporations in substantially the same proportion? No

7. If the answer to questions 4, 5, and 6, or to any of them, is "yes," answer the following:

(*a*) Did the corporation file Forms 851, 852, 853, and 853A for the taxable year 1922 or subsequent taxable years? ..... If the answer to this question is "yes," these forms will not be required, except under the circumstances described in question (*b*). If the answer to this question is "no," and the answer to questions 4, 5, and 6, or to any of them, is "yes," procure from the Collector of Internal Revenue for your district Forms 851, 852, 853, and 853A, Affiliations Schedules 1, 2, 3, and 4, which shall be filled in and filed as a part of this return. If the answer to this question is "no," question (*b*) need not be answered.

(*b*) Did substantially the same conditions, as are set out in the Affiliations Schedules filed for 1926 or prior years, obtain during the entire taxable year 1926? ..... If the answer to this question is "no," a statement, setting forth the particulars in which the situation has changed, should be attached to and made a part of this return. If there have been substantial changes in stockholdings, a complete schedule of such changes should be submitted on Form 853, Affiliations Schedule 3. If there are companies other than those covered by the Affiliations Schedules for prior years which, applying the tests contained in questions 4, 5, or 6, may have come into the affiliated group since 1925, Forms 851, 852, 853, and 853A, are required for the entire group for the taxable year.

(*c*) Did the corporation file a consolidated return for the preceding taxable year? .....

PREDECESSOR BUSINESS

8. Did the corporation file a return under the same name for the preceding taxable year? Yes If not, was the corporation in any way an outgrowth, result, continuation, or reorganization of a business or businesses in existence during this or the preceding taxable year? ..... If answer is "yes," give name and address of each predecessor business.

BASIS OF RETURN

9. Is this return made on the basis of actual receipts and disbursements?..... If not, describe fully what other basis or method was used in computing net income.

LIST OF ATTACHED SCHEDULES

10. Enter below a list of all schedules accompanying this return, giving for each a brief title and the schedule number. The name and address of the taxpayer should be placed on each separate schedule accompanying the return.

AFFIDAVIT

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith, for the taxable year as stated, pursuant to the Revenue Act of 1926 and the Regulations issued under authority thereof.

Sworn to and subscribed before me this ..... day of ....., 1927

President.

NOTARIAL SEAL

(Signature of officer administering oath), (Title)

CORPORATE SEAL

Treasurer.

GOVERNMENT PRINTING OFFICE 2—14037

#21

Manufacturers Trust Company

PRINCIPAL OFFICE: 149 BROADWAY, NEW YORK, N.Y.

513 Fifth Avenue, corner 43rd Street

March 15, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

This will acknowledge receipt of your $500. check, which is being applied on the loan of the G. & H. Pictures Corporation.

Thanking you for your courtesy in the matter, we are

Yours very truly,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

EVJ

GUEDALLA, JACOBSON & SPYER,

SOLICITORS

Guedalla & Jacobson | Spyer & Sons

E. M. Guedalla
Eric Jacobson M.A.
C. Eric Spyer, K.C.

TELEGRAMS: GUEDALLA, STOCK, LONDON
TELEPHONE: GUEDALLA, LONDON

TELEPHONE 9818 9819 9817 LONDON WALL

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

Ref:

15th March 1927

A. H. T. Banshaf Esq.,
130, West 42nd Street,
New York, U.S.A.

Dear Mr. Banshaf,

British Blind Booking & Quota Bill

Herewith I beg to enclose for your information in duplicate, so that you can send one example on to Mr. Griffith for his consideration, cuttings from "The Times" of the 12th and 14th inst. I have also sent examples to Mr. Dennis O'Brien for Mr. and Mrs. Douglas Fairbanks' information and to Mr. Burkan for him to send on to Mr. Charles Chaplin.

The Special Times Correspondent has been urging the Government for a long time to pass some Statute regulating the film industry along the lines suggested, but the Sub-Editor, to whom apparently the attention as regards the Bill has been delegated, evidently does not like its provisions now that he has read same.

I observe, however, that the "Daily Mail" is strongly in favour of the Bill provided that it is not going to entail a large additional staff for supervision on the part of the Board of Trade, because in this country, one is wanting to cut down the Civil Service Bill instead of to extend same. I assume,

however, that the Government will state that the fees to be charged to the industry will cover the cost of administration.

I, personally, am quite ignorant what will be done with the Bill in its passage through both Houses. As it is a Government Bill it will receive a second reading. It will then go to the Standing Committee. Members can proceed to tear it to pieces clause by clause, line by line and word by word, but a Bill of this kind, when brought in by the President of the Board of Trade on behalf of the Government is bound to be passed when a Government like the present one has so large a majority.

There are a large number of exhibitors who, I note in the Trade Press, object to different features of the Bill. There are even a large number of persons who like to contract wholesale for their films far ahead because, at all events, they know that they are going to have, at a reasonable price, films from well known producers as and when required and they are willing to back next year's deliveries by their experience of past results.

If blind booking of this kind is to be illegal, and if, in fact, every film has to be trade shown before booked, and when booked, cannot be booked more than six months ahead of the contract, this would mean that the Renters' Industry would be considerably reorganized, and things being equal, I imagine larger prices will have to be obtained for certain films.

With regard to the quota business, obviously, there is

going to be a great deal of agitation. The principle is very foreign to British ideas, nor am I sure that exhibitors are nearly as keen about it as the Executive of the C.E.A. professes to be. The people who are keenest about it are the Federation of British Industries. This concern represents practically every important manufacturer and big mercantile or shipping firm in the country and having regard to its constitution a large number of its members are in favour of every kind of protection, but naturally, there are also a large number of members who are definitely free traders.

With regard to the Film Industry, however, members have let the Executive go their own way, and I think it is the Executive of the F.B.I., who, even more than the Executive of the C.E.A., are the framers and proposers of the Bill now before Parliament. It is the F.B.I. still more than the C.E.A. who have influenced the Government to back the Bill. TheF.B.I. has been agitating for this for some time past.

I do not know whether you would wish me to keep you acquainted as the Bill progresses through Parliament.

The Trade has been prepared for the mater for some time past, but I doubt whether the public will be very much interested in the Bill. A great deal of it the public cannot and will not understand, and I should think the same comment will apply to most Members of Parliament who are not particularly interested in it.

I assume that you are acquainted with the different steps

by which a Bill becomes law in this country. This Bill has been proposed, in the first place, by the Government, and the Government takes precedence of time for discussion with regard to all Government measures. After it has been considered and amended in Committee it comes back to the full House of Commons for a third reading, and it is then sent to the House of Lords. Usually, Bills go from the Commons to the Lords only at the end of the session, and there are so many Bills to be dealt with in the last few days of a session, that the Lords complain that they have not had adequate time to attend to same, but when a Conservative Government is in power, the Lords usually weakly pass the Bills, subject perhaps, to some very minor amendments. If, of course, the Lords took exception to any of the provisions of this Bill they have power to reject same, but the rejection would compromise the position of the Government. Further, with regard to a Bill of this kind, I very much doubt whether the Lords would make any stand against the Commons.

A Bill in the House of Lords goes through the same stages as in the Commons, but as, normally, it only reaches the Lords in the last few days of the session, probably it goes through all the stages very quickly, namely, first reading, which is merely nominal, second reading, when speeches at large get made; the Committee stage, when amendments get suggested, and the third reading when one can consider the Bill as a whole and introduce some general but not detailed amendment, or when the draftsman can discover that owing to amendments in Committee, there are

different inconsistencies which verbally have to be reconsidered and so forth.

If the House of Lords returns the Bill to the House of Commons amended, the House of Commons can either accept the amendments or return the same with compliments to the House of Lords for further consideration.

Sometimes, as might apply to a Bill like this, the Lords and Commons might appoint a Committee to see whether, with regard to their differences of opinion, they can accommodate one another, but this is a very rare thing in English history. If the Commons insist on their amendments, the Lords would normally, give way. All these things have to be done very hurriedly in the last day or two of the session.

When the Bill as between the two houses is finally agreed, it is then sent to the King for his formal Royal assent.

Sometimes there is a provision in a Bill as to the date from which it shall start to operate, but more often it comes into effect as on the day when the King signifies to Parliament his Royal assent.

It is therefore to be imagined that a Bill which affects the present system of renting American films will become law in this country by next July or August, the session of Parliament usually coming to an end, nowadays, in one or other of those months.

The Government might be able to push the Bill through various stages at an earlier date. This depends, however, on

the Government's requisition of public time in Parliament with regard to the raising of taxes and the allocation of them to the different Departments, all of which takes up many hours and days of public debate and the Government also has various other formal measures which it tries to get passed by different stages more or less pari passu.

It is impossible for me to forecast what reception a Bill like this will receive except that, generally speaking, the Conservative Members will be in favour of it. I do not know what is the attitude of the Liberal and Labour party, but the Conservative Government, as you know, holds power by an overwhelming majority.

Believe me,

Yours sincerely,

M Guedalla

"TIMES" 13th March 1927

ENCLOSURE No 891

13, 1927.

GOVERNMENT FILM BILL.

QUOTA PROPOSALS.

RESTRICTION OF BLIND BOOKING.

The text of the Government's Bill "to restrict blind booking and advance booking of cinematograph films and to secure the renting and exhibition of a certain proportion of British films" was issued yesterday. It is divided into four parts.

The first deals with restrictions on blind booking and advance booking of films. With regard to these it is provided that no agreement shall be entered into for the public exhibition in Great Britain any film to which the Act applies which has not been registered under the Act or for which a valid application for registration has not been made; and that the enforcement shall be secured thus by prohibiting the exhibition of a film to the public of Great Britain at a date more than six months about, whether or not the film has been exhibited to the public in Great Britain before the commencement of the Act. Contravention of this part of the Act entails liability on summary conviction to a fine not exceeding £100.

It is also laid down that "Any agreement entered into before the commencement of this Act which, if entered into after the commencement of this Act, would be an illegal agreement under the foregoing provisions of this part of this Act shall, if and so far as it affects any film to be delivered for public exhibition after the thirty-first day of March, 1929, cease to have effect on that day."

Part II. deals with the registration of films. It states that after January 1, 1928, no film to which the Act applies, or, in the case of a serial film or a series of films, no part thereof, shall be exhibited to the public in Great Britain unless it has been registered. A film may, however, before registration be exhibited for the purpose of a trade show; nor will the prohibition apply to a film which has been exhibited to exhibitors or to the public before the commencement of the Act. Offenders will be liable on summary conviction to a fine not exceeding £20 for each day on which the film or part has been exhibited.

It is laid down in Clause 6 that:—

(1) The Board of Trade shall keep a register of films to which this Act applies, and shall enter therein such particulars as may be prescribed; and the register shall specify whether the film is registered as a British film or a foreign film.

(2) An application to register a film shall be made by or on behalf of the maker or renter of the film, and shall be accompanied by the prescribed fee, and by such information as the Board of Trade may require, and in particular, where the application is for the registration of the film as a British film, such information as may be necessary to determine whether the film is a British film.

(3) An application shall not be a valid application unless the film has been trade shown, nor if more than 14 days have elapsed since it was trade shown.

(4) On the registration of a film, the Board shall issue to the applicant a certificate of registration, and the certificate shall state the length of the film and whether the film is registered as a British film or a foreign film.

Provision is made for the inspection and correction of the register, reference to the High Court, the reporting of alterations in the length of films, the marking of registered films, and for dealing with serial films.

QUOTA OF BRITISH FILMS.

The third part of the Bill is concerned with provisions for securing a quota of British films. They are—13 (1) In the year 1928 and every subsequent year any person engaged in the business of renting registered films to exhibitors for the purpose of public exhibition in Great Britain (hereinafter referred to as a renter) shall acquire for the purposes of such renting a total length of registered British films representing at least such proportion of the total length of all registered films so acquired by him in the year as is specified as respects the year in Part I. of the Schedule to this Act, and such proportion is hereinafter referred to as the renters' quota.

(2) If in any year a renter fails to comply with the requirements of this part of this Act as to the renters' quota he shall be guilty of an offence, unless such a certificate as is hereinafter mentioned has been issued by the Board of Trade, or unless he proves to the satisfaction of the Court that the reasons for non-compliance were beyond his control.

(3) A maker of films, who is also a renter of films, may, if he thinks that the length of British films made by him in any year will exceed his quota for that year, and if the Board of Trade consent, transfer to another renter the right to count for the purposes of the provisions of this section as to quota the whole or any part of such excess, without transferring to such other renter the right of renting the film for exhibition to the public in Great Britain or any other right therein, and in such case the length of film with respect to which such right is so transferred shall for the purposes of this section be treated as part of the total length of registered British film acquired by the transferee and not as part of that acquired by the transferor:

Provided that the giving of such consent by the Board of Trade shall not prejudice the right to take proceedings under this part of this Act against the transferor in respect of insufficiency of quota.

(4) In this section "registered British film" means a British film which either at the time of its acquisition by the renter is, or later within the same calendar year becomes, a registered British film; and "registered film" means a film which either at the date thereof may require in order to enable them to ascertain whether the requirements of this part of this Act with respect to the renters' quota have been satisfied by him during the year by which the return relates.

(5) Every licensed renter shall, before the first day of February in the year following the year in which the return was made, furnish to the Board of Trade a supplementary return relative to the year to which the original return related, giving such particulars as could not have been given in the original return owing to bookings for exhibitions not having been completed.

(6) Any such return as aforesaid may be used for the purpose of ascertaining whether the films entered in the return as having been acquired by the renter making the return were in fact acquired by him for the purpose of renting them to exhibitors for exhibition to the public.

(7) In the event of the right to count for quota purposes any length of film having been transferred in manner hereinbefore provided, the returns of the transferee shall include particulars with respect to the length of film so transferred.

(8) Every licensed renter shall also keep a book and shall as soon as practicable record therein the title, registered number, and registered length of every film acquired by him (distinguishing between British and foreign films), the theatres at which such film will be exhibited and the dates of exhibition, and shall when so required produce the book for inspection by any person authorized in that behalf by the Board of Trade.

DUTY OF EXHIBITORS.

19.—(1) Every exhibitor of registered films shall exhibit at each theatre owned or leased by him during each period in the year 1929 and each subsequent calendar year as the theatre is so owned or leased at least such proportion of registered British films as is mentioned with respect to the year in question in Part II. of the schedule to this Act, and such proportion is hereinafter referred to as the exhibitors' quota.

(2) The proportion of British registered films exhibited during such period as aforesaid at any theatre shall be ascertained by comparing—

(a) the aggregate arrived at by adding together the products of the total number of feet of each registered British film which has been exhibited during the normal hours in the ordinary programme multiplied by the number of times the film has been so exhibited during the said period; and

(b) the aggregate arrived at by adding together the products of the total number of feet of each registered film which has been so exhibited multiplied by the number of times the film has been so exhibited during the said period.

(3) If in any year an exhibitor fails to comply with the requirements of this part of this Act in respect of any theatre he shall be guilty of an offence, unless such a certificate as is hereinafter mentioned has been issued by the Board of Trade, or unless he proves to the satisfaction of the Court that the reasons for non-compliance were beyond his control.

20.—(1) On and after the first day of January, nineteen hundred and twenty-nine, no person shall carry on the business of exhibiting registered films to the public in any theatre unless he holds a licence for the purpose in respect of that theatre from the Board of Trade:—

Provided that where an application for such a licence has been made, it shall be lawful for the applicant to carry on the business in any theatre to which the application relates pending the determination of the application.

(2) A licence under this section shall be in addition to any licence the exhibitor may be required to obtain under the provisions of the Cinematograph Act, 1909.

(3) If any person carries on such business as aforesaid in contravention of this section, he shall be guilty of an offence, and shall be liable on summary conviction to a fine not exceeding £20 for each day on which he so carries on the business.

RETURNS OF FILMS SHOWN.

21.—(1) Every licensed exhibitor shall furnish to the Board of Trade before the first day of February in each year, or such later date as in any particular case the Board of Trade may allow, commencing in the year nineteen hundred and thirty, a return giving such particulars as may be prescribed with respect to the registered films exhibited by him in each theatre during the preceding calendar year, the dates and number of times on which they were exhibited, and containing such other information as the Board may require in order to enable them to ascertain whether the requirements of this part of this Act with respect to the exhibitors' quota have been satisfied by him in respect of the theatre during the year to which the return relates.

(2) Every licensed exhibitor shall also keep at each theatre at which he exhibits films a book, and shall as soon as practicable record therein the title, registered number and registered length of film exhibited by him at the theatre to the public (distinguishing between British and foreign registered films), the dates of all exhibitions of each film and the hours and number of times of exhibition of each film each day, and every such book shall be open to inspection by any person authorized in that behalf by the Board of Trade.

The next four clauses deal with the examination of returns, penalties for failing to comply with the quota provisions, the issue of licences, and penalties for failure to make returns and keep record books. It is laid down that for infringing the quota provisions an exhibitor or renter will be liable, in summary proceedings, to a fine not exceeding £100, and on indictment to a fine not exceeding £500. Conviction on indictment may also involve revocation of the offender's licence.

Part IV. states that the Act applies to all cinematograph films other than—

(a) Films depicting wholly or mainly news and current events;

(b) Films depicting wholly or mainly natural scenery;

[illegible] quota or shall be guilty of an offence, unless such a certificate as hereinafter mentioned has been issued by the Board of Trade, or unless he proves to the satisfaction of the Court that the reason for non-compliance was beyond his control.

(3) A maker of films, who is also a renter of films, may, if he thinks that the length of British films made by him in any year will exceed his quota for that year, and if the Board of Trade consent, transfer to another renter the right to rent for the purposes of the provisions of this section to public exhibition the whole or any part of such excess, without transferring to such other renter the right of renting the film for exhibition to the public in Great Britain or any other right therein, and in such case the length of film with respect to which such right is so transferred shall for the purposes of this section be treated as part of the total length of registered British film acquired by the transferee and not as part of that acquired by the transferor:

Provided that the giving of such consent by the Board of Trade shall not prejudice the right to take proceedings under this Part of this Act against the transferor in respect of inadequacy of quota.

(4) In this section "registered British film" means a British film which either at the time of its acquisition by the renter or later within the same calendar year becomes a registered British film; and "registered film" means a film which either at the date of its acquisition by the renter or, or later within the same calendar year becomes, a registered film.

(5) If a film is not registered at the time of its acquisition by a renter, and a valid application for the registration thereof is not made until after the expiration of the calendar year in which it is so acquired, the film shall, for the purposes of this part of this Act, be treated as if it had been acquired by the renter in the calendar year in which a valid application for registration is made.

COMBINING FOR THE QUOTA.

16.—(1) Any number of renters, none of whom, or of whom not more than one, during any calendar year acquires for the purpose of renting to exhibitors more than six registered films, may, if the Board of Trade consent, combine for the purposes of the provisions of this part of this Act relating to the renters' quota the total length of registered British films so acquired by them in that year and the total length of all registered films so acquired by them in that year, and in such case if the total length of such registered British films bears the proper proportion to the total length of registered films, each renter shall as respects that year be deemed to have satisfied the provisions of this part of this Act as to the renters' quota.

(2) This section shall apply only so long as the renters' quota is 20 per cent. or less.

15. Any renter who rents registered films for exhibition exclusively in a limited geographical area within Great Britain may for the purposes of his renters' quota count any registered British film for the renting of which in that area he has acquired the exclusive right and which has not been previously exhibited to the public in that area, notwithstanding that the film has been already counted for the purposes of the renters' quota by some other renter, being a renter who has acquired the exclusive right to rent it for exhibition in some other limited area, or in Great Britain exclusive of the first-mentioned area.

16. No British film shall be counted more than once or in respect of more than one copy thereof for the purposes of the provisions of this part of this Act with respect to the renters' quota, nor, save as hereinbefore expressly provided, shall any British film be counted for the purposes aforesaid by more than one renter.

LICENCES FOR RENTERS.

17.—(1) On and after the first day of January, 1928, no person shall carry on the business of renting registered films for exhibition to the public unless he holds a licence for the purpose from the Board of Trade:

Provided that where an application for such a licence has been made, it shall be lawful for the applicant to carry on such business as aforesaid pending the determination of the application.

(2) If any person carries on such business as aforesaid in contravention of this section, he shall be guilty of an offence and liable on summary conviction to a fine not exceeding £20 for each day during which he so carries on the business.

18.—(1) Every licensed renter shall furnish to the Board of Trade before the first day of February in each year or such later date as in any particular case the Board of Trade may allow, commencing in the year 1929, a return giving such particulars as may be prescribed with respect to the registered films acquired by him during the preceding calendar year and containing such information as the [illegible] quota have been submitted by him in respect of the theatre during the year to which the return relates.

(2) Every licensed exhibitor shall also keep at each theatre at which he exhibits films a book, and shall as soon as practicable record therein the title, registered number, and registered length of film exhibited by him at the theatre to the public, distinguishing between British and foreign registered films, the dates of all exhibitions of each film and the hour and number of times of exhibition on each film each day, and every such book shall be open to inspection by any person authorised in that behalf by the Board of Trade.

The next four clauses deal with the exemption of theatres, penalties for failing to comply with the quota provisions, the issue of licences, and penalties for failure to make returns and keep record books. It is laid down that for including the quota provisions an exhibitor or renter will be liable to summary proceedings, to a fine not exceeding £100, and on indictment to a fine not exceeding £500. Conviction on indictment may also involve forfeiture of the exhibitor's licence.

Part IV. states that the Act applies to all cinematograph films other than—

(a) Films depicting wholly or mainly news and current events;

(b) Films depicting wholly or mainly natural scenery;

(c) Films being wholly or mainly commercial advertisements;

(d) Films used wholly or mainly by educational institutions for educational purposes;

(e) Films depicting wholly or mainly industrial or manufacturing processes;

(f) Scientific films, including natural history films.

"Serial film or series of films" means a serial film or series of films comprising a number of parts not exceeding 10, each part not exceeding 2,000ft. in length, intended to be exhibited at successive dates at intervals not exceeding 14 days.

BRITISH FILMS.

The following is the definition of a British film:—

(i) It must have been made by a person who was a British subject, or by two or more persons each of whom was a British subject, or by a British controlled company;

(ii) The studio scenes must have been photographed in a studio in the British Empire, unless otherwise authorised by the Board of Trade for reasons connected with the nature of the story;

(iii) The author of the scenario, or of the original work on which the scenario was based, must have been a British subject;

(iv) Not less than 75 per cent. of the salaries, wages and payments specifically paid for labour and services in the making of the film (exclusive of payments in respect of copyright and of the salary or payments to the producer of the film or to one actor or actress, but inclusive of the payments to the author of the scenario) has been paid to British subjects or persons domiciled in the British Empire.

The expression "British Empire" includes territories under His Majesty's protection and territories in respect of which a mandate on behalf of the League of Nations has been accepted by His Majesty. The expression "British controlled company" means a company constituted under the law of some part of the British Empire the majority of the voting power of which is in the hands of persons who are British subjects.

For the purpose of advising them on the administration of the Act, the Board of Trade may constitute an advisory committee consisting of two representatives of film makers, two representatives of film renters, four representatives of film exhibitors, and three members, of whom one shall be chairman, having no pecuniary interest in any branch of the film industry.

AN INCREASING QUOTA.

The percentage of films which will comprise the quota in successive calendar years is laid down in the schedule as follows:—

Year.	Renters.	Exhibitors.
1928..	7½	—
1929..	10	7½
1930..	12½	10
1931..	15	12½
1932..	17½	15
1933..	20	17½
1934..	22½	20
1935..	25	22½
Thereafter	25	25

The list of scholarship awards at Felsted School published in *The Times* on March 10 should have included the following name:—D. F. Carmichael (Mr. C. G. Gordon Brierley, Bigshotte, Wokingham).

Mr. G. C. Thomson, Mr. P. Hall, and Mr. G. H. W. Orlando have been elected to Fellowships at King's College, Cambridge. (p. 16)

SPORT.

Race meetings were conducted at Hurst Park and Catterick Bridge on Saturday. (p. 5)

Ireland lost Wales in a Rugby Football match in Dublin on Saturday; Scot lost Leicestershire in the first round of the Counties' Championship at Blackheath. (p. 5)

England lost the first in the first hockey trial match at Cheltenham on Saturday. (p. 5)

Oxford University was beaten by Bonningdale in a golf match at Bonningdale on Saturday; and Cambridge University was beaten by Royal Mid-Surrey at Richmond. (p. 6)

The Figure Skating (International Style) Championship was held at the Ice Club, Westminster, on Saturday. (p. 7)

FINANCE AND COMMERCE.

In "City Notes" comment is made on:—Rudnev Issue Success; Foreign Borrowing in America; Results of the Employers' Liability Assurance Company; Steel Manufacturers' Loss; Cable Makers' Good Report; A Transvaal Platinum Enterprise; and details of the new issue of the Commercial Union Assurance Company. (p. 21)

In Lombard-street on Saturday short credits were in plentiful supply. The discount market was steady, with a firm undertone. Spanish currency weakened, following the previous day's rise in value. Silver fell 1d. to 2s 7-16d. per ounce. (p. 21)

THE FILM BILL.

The measure by which the Government hops to compel the British film industry to prosper was summarized in these columns on Saturday and is to come up for second reading in the House of Commons during the present week. After restricting the blind booking and advance booking of films, as by common consent was both inevitable and desirable, it proceeds "to secure "the renting and exhibition of a certain "proportion of British films" by imposing upon renters in 1928, and one year later upon exhibitors, a quota rising by annual increments of 2½ per cent. from 7½ per cent. to a maximum of 25 per cent. in 1935. This, apart from subsidiary definitions, penalties, and provisions for registration, is the whole Bill. It is, in short, a Bill with a very narrow commercial range, founded upon the principle that renters, exhibitors, and the general public can be shepherded by Act of Parliament into buying films which, in the ordinary course of competition, they might not wish to buy and have hitherto refrained from buying. The films selected for this privilege are those, of course, which in the Bill are called "British"; though it seems a little doubtful, as the draft stands at present, whether all, or indeed any fixed proportion, of the manufacturing costs of these pictures will in fact be diverted into the pockets of British subjects. That is one of the many difficulties of the method of the compulsory quota. In the case of a young and struggling industry it may prove to have indirect advantages—let us all hope that it will reveal them—which outweigh its obvious drawbacks. But in itself the quota system is full of drawbacks—commercial drawbacks because it takes no account of, and may even engender hostility in, the foreign market, and at home is unjust to exhibitors; artistic drawbacks because, by treating all films as so many feet of material, it has a tendency to encourage what is bad and to submerge what is good; social drawbacks because, instead of regarding the films as an influence upon the public which, in so far as it is a dangerous influence, should be reformed, it approaches the production of moving pictures as if nothing more vital to the national well-being were involved in it than the profits of manufacturers. These objections have all been discussed on previous occasions, and there is nothing to be gained by elaborating them now that the Government's choice is made. But it is impossible not to feel that, while giving their individual support to the Seditious and Blasphemous Teaching to Children Bill, which at present affects but few, they have thought too little of the social evil that is being done every day among all the peoples of the Empire wherever those of unsophisticated mind see films, of whatever origin, that present a false impression of life. They are at present treating the problem of films, which is at root a social and a moral problem, as though it were merely a matter of manufacture and employment.

Provisions of the Bill, however, will require careful consideration. A committee of eleven is to be set up to advise the Board of Trade on the administration of the Act. Of these eleven only three are to have "no pecuniary interest in any "branch of the film industry." Though this proportion reflects with painful accuracy the limited scope of the Bill, a determined effort should be made, in the public interest to increase it. It will be necessary also to examine closely the definition of a British film, for, if there are flaws here, the Bill, which is avowedly patriotic if nothing else, will become meaningless or positively dangerous. The definition, too long to quote in full, may thus be summarized. A film is a British film if it complies with all the following requirements—it must have been made by a British controlled company; the studio scenes, with exceptions, must have been photographed in a studio in the British Empire; the author of the scenario, or of the original work on which it was based, must have been a British subject; and—

Not less than 75 per cent. of the salaries, wages and payments ordinarily paid for labour and services in the making of the film—exclusive of payments in respect of copyright and of the salary or payments to the producer of the film, or to one actor or actress, but inclusive of the payments to the author of the scenario) has been paid to British subjects, or to persons domiciled in the British Empire.

This last provision has every appearance of defeating its own object and the object of the whole Bill. There are two objections to it—first, "persons domiciled in the British Empire" opens too wide a field; secondly, the exclusions that are printed in parentheses allow an unlimited proportion of the total cost of services to be paid to a foreign producer or a foreign "star." The "star" system, which is above all else responsible for bad films, is thus given unlimited endorsement, and the whole national principle of the Bill may be thereby brought to nothing. It will be possible to pay any amount to a foreign "star," to pay 25 per cent. of the remaining cost of labour and services to other foreigners, to pay 75 per cent. to "persons domiciled in the "British Empire"—and yet to register the film as a "British film." Why Parliament should be asked on patriotic grounds to give protection to films of this kind it is difficult to understand. When it is said in defence of the Bill that it will introduce a British spirit to the screen, and so raise the quality of the films exhibited, it will be pertinent to remember this definition, and to ask why, if British origin is itself a guarantee of quality, it has been thought necessary to make such generous provision for foreign assistance. Revision, expansion, and much supplementary effort are all needed if the new measure is to be the beginning of better things.

manufacturers. These objections have all been discussed on previous occasions, and there is nothing to be gained by elaborating them now that the Government's choice is made. But it is impossible not to feel that, while giving their individual support to the Seditious and Blasphemous Teaching to Children Bill, which at present affects but few, they have thought too little of the social evil that is being done every day among all the peoples of the Empire wherever those of unsophisticated mind see films, of whatever origin, that present a false impression of life. They are at present treating the problem of films, which is at root a social and a moral problem, as though it were merely a matter of manufacture and employment.

The supporters of the Bill intend, no doubt, to do much more than put money into the pockets of manufacturers. It will be said on Wednesday, and said with truth, that the domination of the market by foreigners is so complete that private enterprise unaided cannot overcome it; that some form of protection of the home product is therefore necessary; that the protection offered by the Bill will attract new capital to the British industry; and that this increased British activity will automatically raise the quality of the work shown to the public. That is, briefly, the case for the proposed measure. But, if all this is to be achieved, a great deal more is needed, and the Bill must be regarded as a mere beginning of constructive effort. To guarantee a market for work without any stipulation as to its quality will not necessarily draw into competition men to whom quality is a first consideration. It is true that by the protection contemplated new capital may be attracted to the industry, but there is nothing to ensure that the capital will be of that substantial, patient, and responsible kind which is most needed. On the contrary, the men whom undiscriminating protection is likely to attract are precisely those to whom the industry now owes its disastrous position—men of straw eager to obtain a quick profit by any means that lie at hand. What is needed, if protection is to be effective, is some form or other of discrimination. If the Government are not at present willing to adjudicate upon the merits of particular films, let them at any rate give a limited preference to certain classes of films. The machinery of such preference is ready to their hand. Part IV. of the Bill excludes from its operation six classes of films—news films, natural scenery films, advertising films, scientific films, and others. In other words the Bill contemplates already some tribunal which shall decide what films do or do not fall within these categories, and the selective principle might profitably be carried further. Certain classes of film, to which it was thought right to extend exceptional privilege, might be entitled to count in a renter's or exhibitor's quota of "registered "British films," but to be excluded from his reckoning of "the total length of all registered "films acquired by him in the year." The advantage thus given to the films chosen for privilege would be a small one; but it could be given without additional machinery and without diverging from the quota principle to which the Government are committed. It would introduce, though very inadequately, that power to discriminate which is lacking in the Bill as it stands. The gain at present would be slight, but greater gain might come of it.

The clauses that affect blind booking and advance booking call for little but favourable comment. They may be criticized upon points of administrative detail and upon the ground that they contemplate interference with existing contracts; but in the main they are good clauses which supply a genuine need. Two other pro-

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12, 1927.

GOVERNMENT FILM BILL.

QUOTA PROPOSALS.

RESTRICTION OF BLIND BOOKING.

The text of the Government's Bill "to restrict blind booking and advance booking of cinematograph films and to secure the renting and exhibition of a certain proportion of British films" was issued yesterday. It is divided into four parts.

The first deals with restrictions on blind booking and advance booking of films. With regard to these it is provided that no agreement shall be entered into to rent for public exhibition in Great Britain any film to which the Act applies which has not been registered under the Act or for which a valid application for registration has not been made; and that no agreement shall be entered into for exhibition of a film to the public of Great Britain at a date more than six months ahead, whether or not the film has been exhibited to the public in Great Britain before the commencement of the Act. Contravention of this part of the Act entails liability on summary conviction to a fine not exceeding £100.

It is also laid down that "Any agreement entered into before the commencement of this Act which, if entered into after the commencement of this Act, would be an illegal agreement under the foregoing provisions of this part of this Act, shall, if and so far as it affects any films to be delivered for public exhibition after the thirty-first day of March, 1928, cease to have effect on that day."

Part II. deals with the registration of films. It states that after January 1, 1928, no film to which the Act applies, or, in the case of a serial film or a series of films, no part thereof, shall be exhibited to the public in Great Britain unless it has been registered. A film may, however, before registration be exhibited for the purpose of a trade show; nor will the prohibition apply to a film which has been exhibited to exhibitors or to the public before the commencement of the Act. Offenders will be liable on summary conviction to a fine not exceeding £20 for each day on which the film or part has been exhibited.

It is laid down in Clause 6 that:—

(1) The Board of Trade shall keep a register of films to which this Act applies, and shall enter therein such particulars as may be prescribed; and the register shall specify whether the film is registered as a British film or a foreign film.

(2) An application to register a film shall be made by or on behalf of the maker or renter of the film, and shall be accompanied by the prescribed fee, and by such information as the Board of Trade may require, and in particular, where the application is for the registration of the film as a British film, such information as may be necessary to determine whether the film is a British film.

(3) An application shall not be a valid application unless the film has been trade shown, nor if more than 14 days have elapsed since it was trade shown.

(4) On the registration of a film, the Board shall issue to the applicant a certificate of registration, and the certificate shall state the length of the film and whether the film is registered as a British film or a foreign film.

Provision is made for the inspection and correction of the register, reference to the High Court, the reporting of alterations in the length of films, the marking of registered films, and for dealing with serial films.

QUOTA OF BRITISH FILMS.

The third part of the Bill is concerned with provisions for securing a quota of British films. They are—13 (1) In the year 1928 and every subsequent year any person engaged in the business of renting registered films to exhibitors for the purpose of public exhibition in Great Britain (hereinafter referred to as a renter) shall acquire for the purposes of such renting a total length of registered British films representing at least such proportion of the total length of all registered films so acquired by him in the year as is specified as respects the year in Part I. of the Schedule to this Act, and such proportion is hereinafter referred to as the renters' quota.

(2) If in any year a renter fails to comply

Board may require in order to enable them to ascertain whether the requirements of this part of this Act with respect to the renters' quota have been complied by him during the year by which the return relates.

(3) Every licensed renter shall, before the first day of February in the year following the year in which the return was made, furnish to the Board of Trade a supplementary return relating to the year to which the original return related, giving such particulars as could not have been given in the original return owing to bookings for exhibition not having been completed.

(4) Any such return as aforesaid may be used for the purpose of ascertaining whether the films entered in the return as having been acquired by the renter making the return were in fact acquired by him for the purpose of renting them to exhibitors for exhibition to the public.

(5) In the event of the right to count for quota purposes any length of film having been transferred in manner hereinafter provided, the return of the transferee shall include particulars with respect to the length of film so transferred.

(6) Every licensed renter shall also keep a book and shall as soon as practicable period therein the title, registered number, and registered length of every film acquired by him (distinguishing between British and foreign films), the theatres at which such film will be exhibited and the dates of exhibition, and shall when so required produce the book for inspection by any person authorised in that behalf by the Board of Trade.

DUTY OF EXHIBITORS.

18.—(1) Every exhibitor of registered films shall exhibit at each theatre owned or leased by him during such period in the year 1928 and each subsequent calendar year as the theatre is so owned or leased at least such proportion of registered British films as is mentioned with respect to the year in question in Part II. of the schedule to this Act, and such proportion is hereinafter referred to as the exhibitors' quota.

(2) The proportion of British registered films exhibited during such period as aforesaid at any theatre shall be ascertained by comparing—

(a) the aggregate arrived at by adding together the products of the total number of feet of each registered British film which has been exhibited during the normal hours in the ordinary programme multiplied by the number of times the film has been so exhibited during the said period; and

(b) the aggregate arrived at by adding together the products of the total number of feet of each registered film which has been so exhibited multiplied by the number of times the film has been so exhibited during the said period.

(3) If in any year an exhibitor fails to comply with the requirements of this part of this Act in respect of any theatre he shall be guilty of an offence, unless such a certificate as is hereinafter mentioned has been issued by the Board of Trade, or unless he proves to the satisfaction of the Court that the reasons for non-compliance were beyond his control.

20.—(1) On and after the first day of January, nineteen hundred and twenty-nine, no person shall carry on the business of exhibiting registered films to the public in any theatre unless he holds a licence for the purpose in respect of that theatre from the Board of Trade:—

Provided that where an application for such a licence has been made, it shall be lawful for the applicant to carry on the business in any theatre to which the application relates pending the determination of the application.

(2) A licence under this section shall be in addition to any licence the exhibitor may be required to obtain under the provisions of the Cinematograph Act, 1909.

(3) If any person carries on such business as aforesaid in contravention of this section, he shall be guilty of an offence, and shall be liable on summary conviction to a fine not exceeding £20 for each day on which he so carries on the business.

RETURNS OF FILMS SHOWN.

21.—(1) Every licensed exhibitor shall furnish to the Board of Trade before the first day of February in each year, or such later date as in any particular case the Board of Trade may allow, commencing in the year nineteen hundred and thirty, a return giving such particulars as may be prescribed with respect to the registered films exhibited by him in each theatre during the preceding calendar year, the dates and number of times on which they were exhibited, and containing such other information as

as a renter shall acquire for the purposes of such renting a total length of registered British films representing at least such proportion of the total length of all registered films so acquired by him in the year as is specified in relation to that year in Part I. of the Schedule to this Act, and such proportion is hereinafter referred to as the renters' quota.

(2) If in any year a renter fails to comply with the requirements of this part of this Act as to the renters' quota he shall be guilty of an offence, unless such a certificate as hereinafter mentioned has been issued by the Board of Trade, or unless he proves to the satisfaction of the Court that the failure to comply was due to circumstances over which he had no control.

(3) A maker of films, who is also a renter of films, may, if he thinks fit, include in the length of British films made by him in any year all films which he rents for that year, and if the Board of Trade issued a certificate under the Act of 1926 for the purposes of the provisions of this section as to treating the whole or any part of such films, without transferring to each other under the Act of 1926 the film for exhibition to the public in Great Britain or any other right therein, and in such case the length of film with respect to which such right is so transferred shall for the purposes of this section be treated as part of the total length of registered British film acquired by the transferee and not as part of that acquired by the transferor:

Provided that the giving of such consent by the Board of Trade shall not prejudice the right to take proceedings under this Part of this Act against the transferee in respect of incumbency of quota.

(4) In this section "registered British film" means a British film which either at the time of its acquisition by the renter is, or later within the same calendar year becomes, a registered British film; and "registered film" means a film which either at the date of its acquisition by the renter is, or later within the same calendar year becomes, a registered film.

(5) If a film is not registered at the time of its acquisition by a renter, and a valid application for the registration thereof is not made until after the expiration of the calendar year in which it is so acquired, the film shall, for the purposes of this part of this Act, be treated as if it had been acquired by the renter in the calendar year in which a valid application for registration is made.

EXEMPTION FOR THE QUOTA.

14.—(1) Any number of renters, none of whom, or of whom not more than one, during any calendar year acquires for the purpose of renting to exhibitors more than six registered films, may, if the Board of Trade consent, combine for the purposes of the provisions of this part of this Act relating to the renters' quota the total length of registered British films so acquired by them in that year and the total length of all registered films so acquired by them in that year, and in such case if the total length of such registered British films bears the proper proportion to the total length of registered films, each renter shall as respects that year be deemed to have satisfied the provisions of this part of this Act as to the renters' quota.

(2) This section shall apply only so long as the renters' quota is 20 per cent. or less.

15. Any renter who rents registered films for exhibition exclusively in a limited geographical area within Great Britain may for the purposes of his renters' quota count any registered British film for the renting of which in that area he has acquired the exclusive right and which has not been previously exhibited to the public in that area, notwithstanding that the film has been already counted for the purposes of the renters' quota by some other renter, being a renter who has acquired the exclusive right to rent it for exhibition in some other limited area, or in Great Britain exclusive of the first-mentioned area.

16. No British film shall be counted more than once or in respect of more than one copy thereof for the purposes of the provisions of this part of this Act with respect to the renters' quota, nor, save as hereinbefore expressly provided, shall any British film be counted for the purposes aforesaid by more than one renter.

LICENCES FOR RENTERS.

17.—(1) On and after the first day of January, 1928, no person shall carry on the business of renting registered films for exhibition to the public unless he holds a licence for the purpose from the Board of Trade:

Provided that where an application for such a licence has been made, it shall be lawful for the applicant to carry on such business as aforesaid pending the determination of the application.

(2) If any person carries on such business as aforesaid in contravention of this section, he shall be guilty of an offence and liable on summary conviction to a fine not exceeding £20 for each day during which he so carries on the business.

18.—(1) Every licensed renter shall furnish to the Board of Trade before the first day of February in each year or such later date as in any particular case the Board of Trade may allow, commencing in the year 1929, a return giving such particulars as may be prescribed with respect to the registered films acquired by him during the preceding calendar year and containing such information as the Board of Trade may require in order to enable them to ascertain whether the requirements of this part of this Act with respect to the exhibitors' quota have been satisfied by him in respect of the theatres during the year to which the return relates.

(2) Every licensed exhibitor shall also keep at each theatre at which he exhibits films a book, and shall at all reasonable times therein the date, registered number and registered length of film exhibited by him at the theatre to the public, distinguishing between British and foreign registered films, the date of all exhibitions of each film and the hours and number of times of exhibition of each film each day, and every such book shall be open to inspection by any person authorised in that behalf by the Board of Trade.

The next four clauses deal with the examination of returns, penalties for failing to comply with the quota provisions, the issue of licences, and penalties for failing to make returns and keep record books. It is laid down that for infringing the quota provisions an exhibitor or renter will be liable, in summary proceedings, to a fine not exceeding £100, and on indictment to a fine not exceeding £500. Conviction on indictment may also involve revocation of the offender's licence.

Part IV. states that the Act applies to all cinematograph films other than—

(a) Films depicting wholly or mainly news and current events;

(b) Films depicting wholly or mainly natural scenery;

(c) Films being wholly or mainly commercial advertisements;

(d) Films used wholly or mainly by educational institutions for educational purposes;

(e) Films depicting wholly or mainly industrial or manufacturing processes;

(f) Scientific films, including natural history films.

"Serial film or series of films" means a serial film or series of films comprising a number of parts not exceeding 26, each part not exceeding 1,000ft. in length, intended to be exhibited at successive dates at intervals not exceeding 14 days.

BRITISH FILMS.

The following is the definition of a British film:

(i) It must have been made by a person who was a British subject, or by two or more persons each of whom was a British subject, or by a British controlled company;

(ii) The studio scenes must have been photographed in a studio in the British Empire, unless otherwise authorised by the Board of Trade for reasons connected with the nature of the story;

(iii) The author of the scenario, or of the original work on which the scenario was based, must have been a British subject;

(iv) Not less than 75 per cent. of the salaries, wages and payments specifically paid for labour and services in the making of the film (exclusive of payments in respect of copyright and of the salary or payments to the producer of the film or to one actor or actress, but inclusive of the payments to the author of the scenario) has been paid to British subjects or persons domiciled in the British Empire.

The expression "British Empire" includes territories under His Majesty's protection and territories in respect of which a mandate on behalf of the League of Nations has been accepted by His Majesty. The expression "British controlled company" means a company constituted under the law of some part of the British Empire the majority of the voting power of which is in the hands of persons who are British subjects.

For the purpose of advising them on the administration of the Act, the Board of Trade may constitute an advisory committee consisting of two representatives of film makers, two representatives of film renters, four representatives of film exhibitors, and three members, of whom one shall be chairman, having no pecuniary interest in any branch of the film industry.

AN INCREASING QUOTA.

The percentage of films which will comprise the quota in successive calendar years is laid down in the schedule as follows:—

Year.	Renters.	Exhibitors.
1928..	7½	—
1929..	10	7½
1930..	12½	10
1931..	15	12½
1932..	17½	15
1933..	20	17½
1934..	22½	20
1935..	25	22½
Thereafter	25	25

The list of scholarship awards at Felsted School published in *The Times* on March 10 should have included the following name:—D. F. Carmichael (Mr. C. G. Gordon Brierley, Bigshotte, Wokingham).

Mr. C. G. Thomson, Mr. E. Hall and Mr. G. H. W. Belanie have been elected to Fellowships at King's College, Cambridge. (p. 12)

SPORT.

Hare Meetings were conducted at Hurst Park and Catterick Bridge on Saturday. (p. 5)

Ireland beat Wales in a Rugby Football match in Dublin on Saturday; Kent beat Leicestershire in the final round of the Counties' Championship at Blackheath. (p. 5)

England beat the Rest in the first hockey trial match at Cheltenham on Saturday. (p. 6)

Oxford University were beaten by Sunningdale in a golf match at Sunningdale on Saturday; and Cambridge University were beaten by Royal Mid-Surrey at Richmond. (p. 6)

The Figure Skating International Style Championship was held at the Ice Club, Westminster, on Saturday. (p. 7)

FINANCE AND COMMERCE.

In "City Notes" comment is made on:—Railway Issue Success; Foreign Borrowing in America; Results of the Employers' Liability Insurance Company; Steel Manufacturers' Loss; Cable Makers' Good Report; A Transvaal Platinum Enterprise; and details of the new shares of the Commercial Union Assurance Company. (p. 21)

In Lombard-street on Saturday short credits were in plentiful supply. The discount market was steady, with a firm undertone. Spanish currency weakened, following the previous day's rise in value. Silver fell 1d. to 23 7-16d. per ounce. (p. 21)

THE FILM BILL.

The measure by which the Government hope to compel the British film industry to prosper was summarised in these columns on Saturday and is to come up for second reading in the House of Commons during the present week. After restricting the blind booking and advance booking of films, as by common consent was both inevitable and desirable, it proceeds "to secure "the renting and exhibition of a certain "proportion of British films" by imposing upon renters in 1928, and one year later upon exhibitors, a quota rising by annual increments of 2½ per cent. from 7½ per cent. to a maximum of 25 per cent. in 1935. This, apart from subsidiary definitions, penalties, and provisions for registration, is the whole Bill. It is, in short, a Bill with a very narrow commercial range, founded upon the principle that renters, exhibitors, and the general public can be shepherded by Act of Parliament into buying films which, in the ordinary course of competition, they might not wish to buy and have hitherto refrained from buying. The films selected for this privilege are those, of course, which in the Bill are called "British"; though it seems a little doubtful, as the draft stands at present, whether all, or indeed any fixed proportion, of the manufacturing costs of these pictures will in fact be diverted into the pockets of British subjects. That is one of the many difficulties of the method of the compulsory quota. In the case of a young and struggling industry it may prove to have indirect advantages—let us all hope that it will reveal them—which outweigh its obvious drawbacks. But in itself the quota system is full of drawbacks—commercial drawbacks because it takes no account of, and may even engender hostility in, the foreign market, and at home is unjust to exhibitors; artistic drawbacks because, by treating all films as so many feet of material, it has a tendency to encourage what is bad and to submerge what is good; social drawbacks because, instead of regarding the films as an influence upon the public which, in so far as it is a dangerous influence, should be reformed, it approaches the production of moving pictures as if nothing more vital to the national well-

visions of the Bill, however, will require careful consideration. A committee of eleven is to be set up to advise the Board of Trade on the administration of the Act. Of these eleven only three are to have "no pecuniary interest in any "branch of the film industry." Though this proportion reflects with painful accuracy the limited scope of the Bill, a determined effort should be made, in the public interest to increase it. It will be necessary also to examine closely the definition of a British film, for, if there are dangers here, the Bill, which is avowedly patriotic if nothing else, will become meaningless or positively dangerous. The definition, too long to quote in full, may thus be summarised. A film is a British film if it complies with all the following requirements—it must have been made by a British controlled company; the studio scenes, with exceptions, must have been photographed in a studio in the British Empire; the author of the scenario, or of the original work on which it was based, must have been a British subject; and—

Not less than 75 per cent. of the salaries, wages, and payments specifically paid for labour and services in the making of the film (exclusive of payments in respect of copyright and of the salary or payments to the producer of the film, or to one actor or actress, but inclusive of the payments to the author of the scenario) has been paid to British subjects, or to persons domiciled in the British Empire.

This last provision has every appearance of defeating its own object and the object of the whole Bill. There are two objections to it—first, "persons domiciled in the British Empire" opens too wide a field; secondly, the exclusions that are printed in parentheses allow an unlimited proportion of the total cost of services to be paid to a foreign producer or a foreign "star." The "star" system, which is above all else responsible for bad films, is thus given unlimited endorsement, and the whole national principle of the Bill may be thereby brought to nothing. It will be possible to pay any amount to a foreign "star," to pay 25 per cent. of the remaining cost of labour and services to other foreigners, to pay 75 per cent. to "persons domiciled in the "British Empire"—and yet to register the film as a "British film." Why Parliament should be asked on patriotic grounds to give protection to films of this kind it is difficult to understand. When it is said in defence of the Bill that it will introduce a British spirit to the screen, and so raise the quality of the films exhibited, it will be pertinent to remember this definition, and to ask why, if British origin is itself a guarantee of quality, it has been thought necessary to make such generous provision for foreign assistance. Revision, expansion, and much supplementary effort are all needed if the new measure is to be the beginning of better things.

in the case of a young and struggling industry it may prove to have indirect advantages—let us all hope that it will reveal them—which outweigh its obvious drawbacks. But in itself the quota system is full of drawbacks—commercial drawbacks because it takes no account of, and may even engender hostility in, the foreign market, and at home is unjust to exhibitors; artistic drawbacks because, by treating all films as so many feet of material, it has a tendency to encourage what is bad and to submerge what is good; social drawbacks because, instead of regarding the films as an influence upon the public which, in so far as it is a dangerous influence, should be reformed, it approaches the production of moving pictures as if nothing more vital to the national well-being were involved in it than the profits of manufacturers. These objections have all been discussed on previous occasions, and there is nothing to be gained by elaborating them now that the Government's choice is made. But it is impossible not to feel that, while giving their individual support to the Seditious and Blasphemous Teaching to Children Bill, which at present affects but few, they have thought too little of the social evil that is being done every day among all the peoples of the Empire wherever those of unsophisticated mind see films, of whatever origin, that present a false impression of life. They are at present treating the problem of films, which is at root a social and a moral problem, as though it were merely a matter of manufacture and employment.

The supporters of the Bill intend, no doubt, to do much more than put money into the pockets of manufacturers. It will be said on Wednesday, and said with truth, that the domination of the market by foreigners is so complete that private enterprise unaided cannot overcome it; that some form of protection of the home product is therefore necessary; that the protection offered by the Bill will attract new capital to the British industry; and that this increased British activity will automatically raise the quality of the work shown to the public. That is, briefly, the case for the proposed measure. But, if all this is to be achieved, a great deal more is needed, and the Bill must be regarded as a mere beginning of constructive effort. To guarantee a market for work without any stipulation as to its quality will not necessarily draw into competition men to whom quality is a first consideration. It is true that by the protection contemplated new capital may be attracted to the industry, but there is nothing to ensure that the capital will be of that substantial, patient, and responsible kind which is most needed. On the contrary, the men whom undiscriminating protection is likely to attract are precisely those to whom the industry now owes its disastrous position—men of straw eager to obtain a quick profit by any means that lie at hand. What is needed, if protection is to be effective, is some form or other of discrimination. If the Government are not at present willing to adjudicate upon the merits of particular films, let them at any rate give a limited preference to certain classes of films. The machinery of such preference is ready to their hand. Part IV. of the Bill excludes from its operation six classes of films—news films, natural scenery films, advertising films, scientific films, and others. In other words the Bill contemplates already some tribunal which shall decide what films do or do not fall within these categories, and the selective principle might profitably be carried further. Certain classes of film, to which it was thought right to extend exceptional privilege, might be entitled to count in a renter's or exhibitor's quota of "registered "British films," but to be excluded from his reckoning of "the total length of all registered "films acquired by him in the year." The advantage thus given to the films chosen for privilege would be a small one; but it could be given without additional machinery and without diverging from the quota principle to which the Government are committed. It would introduce, though very inadequately, that power to discriminate which is lacking in the Bill as it stands. The gain at present would be slight, but greater gain might come of it.

The clauses that affect blind booking and advance booking call for little but favourable comment. They may be criticized upon points of administrative detail and upon the ground that they contemplate interference with existing contracts; but in the main they are good clauses which supply a genuine need. Two other pro-

March 16th, 1927.

Collector of Internal Revenue,
Los Angeles, California.

Dear Sir:

Enclosed please find D. W. Griffith tax return together with check for $6080.61 in payment of first quarter shown to be due.

Very truly yours,

D. W. GRIFFITH

March 16, 1927.

Mrs. W. H. Dentinger,
114 West 61st Street,
New York, N. Y.

Dear Helen,

In reply to your letter of March 9th, Mr. Griffith wishes me to advise you that he regrets exceedingly that he will be unable to attend the Shakespearian banquet on April 23rd as, according to his present plans, Mr. Griffith will be in California at that time.

Very truly yours,

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 17th 1927.

All Star Features Distributors, Inc.
c/o Mr. Sol Lesser,
1540 Broadway,
New York City.

Gentlemen:

Please be advised that your rights in and to the distribution of the motion picture subjects entitled "The Fall of Babylon" and "Mother and the Law", under your contract with Mark Producing Co. under date of March 13th 1917, for the period of ten years, for the territory of California, Nevada and Arizona have expired.

Will you kindly advise us of the number of prints of this subject that you may have in your possession or in the hands of others for your account and the location of the same. We will then advise you as to the disposition of the same.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 17th 1927.

De Luxe Feature Film Company,
c/o Mr. Sol Lesser,
1540 Broadway,
New York City.

Gentlemen:

Please be advised that your rights in and to the distribution of the motion picture subject entitled "Intolerance" under contract dated March 15th 1917 for ten years and for the territory of Oregon, Washington, Idaho and Montana have expired.

Will you kindly advise us of the number of prints of this subject that you may have in your possession or in the hands of others for your account and the location of the same. We will then advise you as to the disposition of the same.

Very truly yours,

AHTB:CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CENTRAL OFFICE
PACIFIC-SOUTHWEST TRUST & SAVINGS BANK
NINTH AND SPRING STREETS
LOS ANGELES

March 22, 1927

MORLEY H. FLINT
EXECUTIVE VICE-PRESIDENT

IN REPLY PLEASE QUOTE

Mr. A. H. T. Banshaf
Banshaf & Pembleton
130 W. 42nd Street
New York City

Dear Mr. Banshaf:

This will acknowledge your two letters of the 16th and 17th, respectively.

I have just checked up the Title Company situation and find they still have some slight clouds on the title, which Mr. Wright expects to clear up very shortly. Just as soon as this is done we are ready to proceed.

I note what you say regarding Mrs. Van Cleve and Mr. Caldwell, and sincerely hope this will work out with some business for Mr. Griffith.

At this writing I expect to be in New York about April 9th, and will stop at the Hotel Ambassador. I am sailing for Italy on the "Roma" April 14th.

With kind personal regards, believe me

Sincerely yours,

Morley H. Flint

Executive Vice President

#22

Manufacturers Trust Company

PRINCIPAL OFFICE: 149 BROADWAY, NEW YORK, N.Y.

513 Fifth Avenue, corner 43rd Street

March 22, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

We have your check for $500, which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Thanking you, we are

Yours very truly,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

D. W. GRIFFITH, PRESIDENT
A. GRIFFITH GREY, VICE PRESIDENT

A. H. T. BANSHAF, SECRETARY
T. C. SPRING, TREASURER

Avenging Conscience

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT

77

March 29, 1927.

Dear Mr. Banshaf,

I am enclosing herewith a letter dated October 30th from the Transocean Film Company, one dated November 16th from the Transocean Film Company, and a letter dated January 10th from the Combined Laboratories, regarding the "Avenging Conscience" negative.

These letters in part explain themselves. I had deferred writing you about this matter until Combined finished examining the negatives of "Way Down East", "Broken Blossoms", "One Exciting Night" and "Orphans of the Storm", which were stored with Transocean and returned the same time as the negative of "Avenging Conscience". This examination was just completed a few days ago by Combined and they report that all the other negatives were in good shape, so there must have been some particular reason why the"Avenging Conscience" negative was damaged, and it is damaged absolutely beyond repair. We will never be able to use it again, and as it was the only negative in existence, and as this was such a good picture and might have been re-issued later by Mr. Griffith, some claim should be made against Transocean.

Will you kindly take care of this matter. If you desire any other written reports from Combined I know they will be glad to give them to us.

Very truly yours,

C. M. Conway

March 25, 1927.

Mr. Charles Griffith,
Russellville, Ky.

Dear Charley,

I am having a genealogist trace our family history, and I wonder if there is anything you can tell me about the Griffith family and its origin. Also whether you heard or knew anything of a Rev. David Griffith of Virginia who served in the Continental Army under Washington, and who afterwards came to Kentucky with the George Rogers Clarke Expedition with Captain Daniel Morgan, and whether this Rev. David Griffith was connected in any way with our family. Rev. David Griffith married in 1769 a Miss Carey, the granddaughter of Lord Fairfax.

I would appreciate having any and all information that you can give me on this subject, and if it necessary for you to dictate it to a stenographer I will be glad to pay any expense in connection with same.

With many thanks and very kindest regards, I remain

As ever,

DWG/CC

March 23, 1927.

Mr. Victor Hugo Duras,
Investment Building,
Washington, D. C.

Dear Sir,

Mr. Griffith wishes me to reply to your letter of March 14th and to advise you that he would not be interested in filming Count Leo Tolstoy's "Peace and War" at this time. We will be pleased, however, to keep the story in mind for future consideration.

I am returning herewith photograph of Countess Tolstoy.

We are unable to advise you what producing company might possibly be interested in this story and can only suggest that you write to the various large companies, such as Famous Players-Lasky Corporation, Metro-Goldwyn-Mayer Corporation, First National Pictures, Inc., United Artists Corporation, Warner Brothers, Fox Films Corporation, Universal Pictures, Inc. All of these companies have offices here in New York City.

Thanking you for submitting this story for Mr. Griffith's consideration, I am

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
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Form 1084

Charge to the account of Entertainment Films, Inc. $

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 23, 1927

Night Letter

Mr. James Smith,
820 South Doheny Blvd
Beverly Hills, Calif.

Had talk with Mr G today looks like he will sign up in few days with U A
Will wire you later Best regards Rose and yourself

A. Griffith Grey

OFFICERS
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VICE PRESIDENTS
WATSON S. MOORE
ARTHUR J. BALDWIN
CARL H. FOWLER
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ELLIS L. PHILLIPS
S. P. V. RITTER
W. P. TARNER

March 25, 1927.

Mr. A. H. Banzhof,
150 W. 42 St.,
New York, N.Y.

Re: $10,000 subscription of D.W. Griffith, dated 4/26/24.

Dear Sir:-

We have made numerous endeavors to interview you in regard to the $10,000 pledge which you made in 1924, and on which you have paid nothing to date.

We have now arrived at a time when we are in extreme need for ready money and we are quite confident, from your courteous treatment of us when we talked to you, that you will oblige us with a check in enclosed stamped addressed envelope.

Very truly yours,

BROADWAY TEMPLE BUILDING CORPORATION,

by E. A. Watkins
Asst. Secretary.

Enc.1.
EAW/MK.

La Grange, Ky.
March 25, 1903

My dear Uncle Albert:

I've taken a number of person to look at the house and so many ask if you would rent part of it but I didn't write you because I did not consider them suitable, either unreliable or had a house full of children, but today I was offered $20 for the downstairs only by a quiet parties which I consider reliable and I am writing you to ask what you want to do about it.

They must know by the 1st so will you please answer immediately. Family named Freeman.

How are you all? Mother is not very well this winter we are worried about her.

Write soon

Lovingly Marguerite G.

March 25, 1927.

Brentano's,

Gentlemen:

Will you kindly let bearer have a copy of "The Torch" and "Correl & Son" and charge same to the account of D. W. Griffith, Inc.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

La Grange Ky
March 27

Mrs Ruth Griffith
718 N 6th St Am Cal

Dear Mrs Griffith,

Your city tax is now due $1.22. Penalty will be added April 1st.

Respectfully
R. L. Potter
Tax Collector

Form 1001 A

Charge to the account of Author D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED

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NIGHT LETTER	WIRELESS LETTER

WESTERN UNION

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CHECK

TIME FILED

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 28, 1927.

Day Letter

Mr. A. Griffith Gray
Congress Hotel
Chicago, Ill

Received letter from Mrs Earl Butler stating she can rent downstairs part Lagrange house to suitable adults twenty dollars per month Must know immediately Please advise Regards

C. M. Conway

ARGENTINE-AMERICAN FILM CORPORATION

CORRIENTES 1715
BUENOS AIRES

100 W. 100th ST.
NEW YORK

New York March 26, 1927.

REF.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Attention Mr. A. Klune

Gentlemen:

We are in receipt of a wire from our Buenos Aires office advising us that the New York Film Exchange of Buenos Aires is still exploiting D. W. Griffith's production "BROKEN BLOSSOMS", the re-issue rights for which you granted to us as per agreement of December 10, 1926.

As this is jeopardizing our interests we shall appreciate your taking immediate steps so as to recall all prints which are still in Argentina, Paraguay and Uruguay on this production as well as on the others covered by our agreement.

Awaiting your reply, we are,

Yours very truly,

ARGENTINE AMERICAN FILM CORPORATION

By

Representative

ETR:S

116A

March 26th 1927.

Mr. E.A. Watkins,
Assistant Secretary,
Broadway Temple Building Co.
66 E. Moore Street,
New York City, N. Y.

Re: D.W.Griffith $10,000. Bond Subscription.

Dear Sir:

I have not answered all your letters relative to Mr. Griffith's subscription hoping that he would soon settle his business affairs in such a way that he could give you some definite statement as to how soon he could make a payment on account of this subscription, but unfortunately up to date and for the past seven months Mr. Griffith has not been able to close his business arrangements and he is therefore not receiving any compensation during such period and for some time prior thereto.

Mr. Griffith is now negotiating and hopes to close a contract in the next few weeks , but before he will be able to take up his subscription he will be compelled to meet and take up some heavy commercial paper which is outstanding and also pay some other pressing business indebtedness. He is not unmindful of your and Dr. Reisner's courtesy in this matter, but he is just so unfortunately placed that it will be still some time before he can make any payments on his subscription.

Thanking you and the Doctor for your very considerate attitude in this matter, I remain

Very truly yours,

AHTB:GDM

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Form 1001A

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NIGHT LETTER	WRITTEN CABLE LETTER

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 29, 1927

Mrs. Kayla Butler
La Grange, Ky

Okay accept twenty dollars month downstairs Thanks Regards

A. Griffith Gray

POSTAL TELEGRAPH — COMMERCIAL CABLES

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CABLEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Cablegram, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

New York March 30 1927

NEW YORK FILM EXCHANGE OF BUENOS AIRES

ARGENTINA

ADVISED YOU EXPLOITING AND HAVE PRINTS GRIFFITH PRODUCTION ENTITLED BROKEN BLOSSOMS THIS ILLEGAL ON YOUR PART YOU ARE HEREBY INSTRUCTED IMMEDIATELY TURN OVER ALL PRINTS ANY GRIFFITH SUBJECT YOU HAVE TO ARGENTINE AMERICAN FILM CORPORATION YOUR CITY AND FAILURE TO DO SO WILL SUBJECT YOU TO SUCH LEGAL AND OTHER ACTION AS MAY BE NECESSARY

D W GRIFFITH INCORPORATED

Albert H T Banshaf Secretary

RR JM

CHARGE Banzhaf and Pembletob 130 West 42nd St City

The sender will please read the conditions on back and sign name and address thereon for reference.

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CABLEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Cablegram, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

New York March 30 1947

ROMULO GAON

MADRID

TODAY CABLED NEW YORK FILM EXCHANGE IMMEDIATELY TURN OVER TO YOU ALL PRINTS OF BROKEN BLOSSOMS IF THEY DO NOT COMPLY PLEASE ADVISE AND WILL SEND NECESSARY POWERS ATTORNEY FOR YOU TO TAKE NECESSARY ACTION

D W GRIFFITH INCORPORATED

NR 13

Charles Ranshaf and Pembleton 130 W 42nd St City

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

March 30, 1957.

Dear Cousin Charley,

I wonder if you knew who was the father of your grandfather, Daniel Griffith, of whom you spoke in your letter of the 21st. Also, did you ever of a Rev. David Griffith or any Griffith who was an officer in the Continental Army during the American Revolution, being a part of our Griffith family. Do you know where the Griffith family originally came from? Have you ever heard the story that they came from the Brayingtons in England who lost their lands over there, came over here and changed their name to Griffith. Do you know anything about this legend? Also, do you happen to know anything about the Work family.

Sorry to put you to all this trouble, but if you remember anything further about any of the family, on either side, will be glad to hear of it. It will be as gratifying to you as to myself when I get this thing looked up and the chart made.

With very best wishes,

Sincerely,

DWG/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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500 FIFTH AVE., COR. 42ND ST. TEL. VANDERBILT 0464

JAMES A. MONTGOMERY, FOUNDER — JOHN L. MERRILL, PRESIDENT

NUMBER
TIME
M M
CHECK

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to:

"VIA ALL AMERICA" Date Mch 31st

17FA A BSDEB24
BAIRES 46 111gA MCH31ST

LGO ROMULO NAON
NEWYORKCITY NY (ARGENTINE AMN FILM CORP 220 W 42ND ST)

TELL IMMEDIATELY DWGRIFFITH INC ON MY BEHALF THAT I HAVE SPOKEN TO THE NEWYORK FILM EXCHANGE AND THEY ANSWER ME THAT 2 PRINTS OF BROKEN BLOSSOMS WHICH THEY HAD WERE DESTROYED CONSEQUENTLY THEY ARE NOT ABLE TO RETURN STOP TELL THEM WE ARE AT THEIR SERVICE FOR ANYTHING WHATSOEVER

NAON

SENDER'S Name and Address

FULL RATE MESSAGE UNLESS MARKED OTHERWISE

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

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NIGHT RATE LETTER	

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ROUTE VIA

Send the following Cablegram, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

New York March 31 1927

105

ROMULOMACK

BAIRES

SUGGEST YOU OBTAIN PROPER VERIFIED STATEMENT RESP NEGLG OFFICER NEW YORK FILM EXCHANGE STATING DATE DESTRUCTION TWO PRINTS THAT SAID PRINTS ONLY ONES IN THEIR POSSESSION OR CONTROL AND SEND US COPY AFFIDAVIT THANK YOU FOR COOPERATION

D W GRIFFITH INCORPORATED

RR KM

Charge Banzhaf and Pembleton 130 West 42nd St City

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

March 31, 1927.

R. L. Tetten, Tax Collector,
La Grange, Ky.

Dear Sir,

Enclosed herewith you will find Mr. D. W. Griffith's check in the amount of $18.75 in payment on city tax on Mr. Griffith's La Grange house, as per your letter of recent date to Miss Ruth Griffith at Santa Ana, Calif.

Kindly acknowledge receipt of the enclosed to the writer at this address, and oblige

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

March 31st 1927.

Argentine-American Film Corporation,
220 West 42nd Street,
New York City. Attention Mr. H.T.Kiesl.

Dear Sir:

Yours of the 28th inst. addressed to D.W.Griffith, Incorporated has been referred to me for attention.

Under yesterday's date I cabled to the New York Film Exchange of Buenos Aires calling upon them to immediately deliver any and all prints of BROKEN BLOSSOMS that they may have in their possession or control to the Buenos Aires office of your corporation. I also cabled your Buenos Aires office to the effect that the New York Film Exchange Co. has been instructed to turn over the said prints to them and that if the same are not delivered in due course to further advise us and we will prepare such necessary powers of attorney and other papers as may be deemed advisable to enjoin further showing of these prints and also to recover possession thereof.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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March 31st 1927.

550 Madison Avenue, Room 1014,
Mr. Gerrish Hayfack,
New York City.

Dear Mr. Hayfack:

I am enclosing herewith copy of letter of agreement had between D.W.Griffith Incorporated and Mr. Griffith under date of July 1st 1920 by which Mr. Griffith agrees to give his exclusive services to the Griffith Corporation for a period of ten years from the date thereof. This contract is still in full force and effect and is recognized as such by both Mr. Griffith and the Griffith Corporation, and is the only written agreement between the parties regarding such employment.

Any further information you may desire I will be glad to give you.

Very truly yours,

AHTB:GDM
enc

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

37 Ashland St.
North Adams,Mass.

Mr.D.W.Griffith
Astor Hotel
New York City.

Dear Mr.Griffith,

I just received a letter from my father,Mr.Anatole Danashew,from Moscow,in which he says he wishes to return to the United States for a few years to work here and become acquainted with the latest improvements in the motion picture industry.

As his permit to reenter the United States issued by Washington,D.C._ No.95341-Application No.33632-expired October,1926 it makes it very difficult for him to enter the United States as it was impossible for him to have it extended,there being no American consul in Russia .

This situation could be cleared if it were possible for you,Mr.Griffith,to invite Mr.Danashew to the United States to work.His entrance would then be assured.

Mr.Danashew asks,if it would not be too much trouble, if you could communnicate with Mr.Benzoff and see if anything could be done to help him in entering this country.

I would be greatly obliged,Mr.Griffith,if you

could do anything to aid my father in entering the United States.

If something could be done would you be so kind as to let me know?

Yours truly,

Fred Darashew

UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING [illegible]

[illegible]
RELEASE DATE

"[illegible]"
PRODUCTION

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES		Worth On	£ Percentage	81	Worth On	£ 363.15. 0 Percentage
NEW ZEALAND		Worth On	£ Percentage	46	Worth On	£ 292. 7. 6 Percentage
QUEENSLAND		Worth On	£ Percentage	47	Worth On	£ 226. 0. 0 Percentage
VICTORIA		Worth On	£ Percentage	97	Worth On	£ 479. 0. 0 Percentage
WEST AUSTRALIA		Worth On	£ Percentage	24	Worth On	£ 81 11. 0 Percentage
TOTALS		Worth On	£ Percentage	295	Worth On	£ 1462.13. 6 Percentage

D. W. GRIFFITH COLLECTION
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UNITED ARTISTS (AUSTRALASIA) LTD.

"HIS DARKER SELF" ACCOUNT TO MARCH, 19TH, 1927.

Due Producer.		Paid by Aust. Corporation.	
Amount due producer as of Mch. 12th. account ---	£954. 11. 5	Amount paid by Aust. Corp. as of Mch. 12th. account ---	£937. 2. 9
No film rentals reported for week ending Mch. 19th. --			
Total due producer ---	£954. 11. 5	Total paid by Aust. Corp. --	£937. 2. 9

Total due Producer	---	£954. 11. 5
Total paid by Aust. Corporat ion		937. 2. 9
Balance due Producer	- -	£ 17. 8. 8

D. W. GRIFFITH COLLECTION
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UNITED ARTISTS (AUSTRALASIA) LIMITED

CONTRACTS TAKEN

WEEK ENDING 19th. March. 1937.

19th. July. 1934. "THE GARDEN ROAD"

RELEASE DATE PRODUCTION

EXCHANGE	THIS WEEK			ACCUMULATIVE		
	No. of CONTRACTS		RENTALS	No. of CONTRACTS		RENTALS
NEW SOUTH WALES		Worth	£	81	Worth	£ 383.15. 0
		On	Percentage		On	Percentage
NEW ZEALAND		Worth	£	46	Worth	£ 292. 7. 6
		On	Percentage		On	Percentage
QUEENSLAND		Worth	£	47	Worth	£ 226. 0. 0
		On	Percentage		On	Percentage
VICTORIA		Worth	£	97	Worth	£ 479. 0. 0
		On	Percentage		On	Percentage
WEST AUSTRALIA		Worth	£	24	Worth	£ 81.11. 0
		On	Percentage		On	Percentage
TOTALS		Worth	£	295	Worth	£ 1462.13. 6
		On	Percentage		On	Percentage

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 1, 1927.

Mr. H. Ray Geffman,
Manufacturers Trust Co.,
43rd St & 5th Ave.,
New York, N. Y.

Dear Mr. Geffman,

Enclosed herewith you will find check dated March 26th, from Mr. Griffith, in the amount of $500 to apply on the G. & H. Pictures Corporation note. Will you kindly acknowledge receipt of same, and oblige

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 1, 1927.

Mr. Charles H. Griffith,
Russellville, Ky.

Dear Sir,

Mr. Griffith is out of town for a day or two and before leaving he asked me to write you and request you to please write to the Mr. Josh Griffith, the gentleman mentioned in your letter of the 28th, and ask him to tell you whatever he may know about the family. When you receive this information, will you kindly advise Mr. Griffith.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
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(3621)

[illegible]
Solicitors

[illegible] HOUSE,
OLD BROAD STREET,
LONDON, E.C.2

1st April 1927

Dennis O'Brien, Esq.,
Knickerbocker Building,
164, West 42nd Street,
New York,
U.S.A.

Dear Mr. O'Brien,

Cinema Bill.

I am assuming that you and the United Artists get the British Trade Press every week, so that you can judge the situation with regard to the above matter for yourself.

One of the newspapers is violently antagnistic to the whole thing, another seems to be mildly neutral, and the third one seems to be a supporter of it.

I am not a great admirer of the intelligence of those who run these Newspapers, nor, indeed, of the exhibitors. The Newspapers are more closely allied to the exhibitors than to anybody else.

While the Leeds Branch of the C.E.A. is hostile to Bryson, also as you will have observed, it would like to see the Bill amended. The Bristol Branch says that Mr. Harrison had no business to connect their

Dennis O'Brien, Esq. 1st April 1927.

Branch with that of Manchester. The Bristol Branch denounces the Manchester Exhibitors as Bolsheviets.

In this country, at different periods from time to time, if you do not like somebody from whom you differ, it is, of course, so easy to describe him as a pro-Boer, or a pro-German, or nowadays, as a Bolshevist.

Exactly what the Bristol Branch means by calling its Manchester people Bolsheviets, I do not know, except that they apparently dislike Mr. Harrison's methods of tackling Members of Parliament, although Mr. Harrison has only pursued methods which have been at times common to good Conservatives as well as to good Liberals, but I note that behind it all, Bristol also seeks to introduce amendments.

I note that some people in the Scottish Branch of the C.E.A. were very refractory. Ormiston attended their Meeting, and they became very submissive, Ormiston stating that the C.E.A. was introducing any number of amendments, many of which would be backed by the Board of Trade. Upon that, the Scottish Branch resolved to support the General Council of the C.E.A.

Similarly, with regard to the South Midlands Branch of the C.E.A. the President of the C.E.A. was unable to attend, and I gather that a certain number of Members

Dennis O'Brien Esq. 1st April 1927.

of the French proved very fractious, but on the whole, I think that Birmingham and the surrounding branches will be in favour of what the C.E.A. does.

Many of the exhibitors are stating that the Bill will prove the break-up of the C.E.A. I have written already to you, I think that Institutions in this country long threatened, have a habit of surviving it, and it seems to be pretty clear that wherever the Chiefs of the C.E.A. have time to go about to the various Branches, they usually get support there.

Meantime, the "Daily Express" continues its campaign.

My clients, the Ostrers, are not employing us on this occasion to make a big issue. Sometimes they employ us in connection with their issues, but they have not been too successful.

As you doubtless have noted, they are amalgamating Gaumont, W. & F. and I deal and they are also trying to obtain control of a small circuit of theatres. For this purpose, they are about to issue £2,500,000 capital.

The "Daily Express" has been denouncing all this as a ramp.

I do not know what has been done about the financing of the capital. I have not asked my brother about it. He sometimes works with the Ostrers.

Dennis O'Brien, Esq. 1st April 1927.

Major King told me that it is said in Cockspur Street that my brother is helping in some of the underwriting arrangements. I have been so busy lately that I have not had time to enquire of him with regard to this point, but I do hope that he is not doing so, because if he is, he and his friends will get their fingers burnt.

It has been announced that the Ostrers are employing Messrs. Lawrence, Webster, Hauser & Co., who I suppose, must be solicitors for Saumont.

The "Daily Express" is furious about the matter, and I expect this is not going to kept the President of the Board of Trade. In this country, one does not like any suggestion that a Government Department helps private financiers, however indirectly.

It is said that the Bill will go into Committee next week in the House of Commons. I have not yet seen who are the members of the Committee. It is going to get a pretty good dusting.

The President of the Board of Trade, in a public speech at a dinner the other night, stated that the Cabinet were resolved to put the Bill through, and of course, if the Government makes it a party test, there is no question but that the Bill is bound to become Law in some form or other, and probably the Government itself will see how it can

Dennis O'Brien Esq. 1st April 1927.

strengthen the Bill to accomplish its different purposes, and to prevent clever lawyers driving, as has been said, a "coach and forty" through it, but many of the Newspapers are strongly apathetic. I note, however, that the "Daily News", which is a consistent Free-Trader, has allowed its Dramatic Critic, Mr. A. A. Bourne, to write articles, saying that he supports the Bill because he believes that a result of it will be that first-class British films are going to be produced in satisfactory numbers, and that somehow or other, they will find their way into world-wide markets.

How the "Daily News" could have allowed Mr. Bourne to write some of the things which he has, I do not know.

Mr. Bourne wrote the other day that possibly the Quota method was not the best method. He thinks a better method would be to put a very severe tariff on imported films. This was a nice thing to put into a Newspaper so whole-heartedly Free-Trade. I do not know whether the Editor objects to it.

Mr. Bourne, I suppose, does not represent editorial views. He suggested alternatively, what the C.E.A. has vigorously turned down, that special taxes should be imposed on hire rentals of films, the benefit of

which should be employed in some great British film producing Companies.

The Bill, certainly, from the standpoint of the Government, has not got a good Press, but as I have stated from the outset, it is not only backed by the Government, but inspired by the F.B.I. (Federation of British Industries), and I am sorry to say that the Cinema Trade in this country seems to be badly organised. Americans, who are the chief Renters, have never got together, and do not wish, as it seems, to get together even now.

The representatives of the Americans over here, as far as I am aware, have not the slightest idea of what are the wishes or the policies of their Chiefs in America, and the C.E.A. are all at sea over the matter.

They have voted, without any consideration, that they favour the operation of block booking and blind booking. I do not think that most of the Members who voted on the referendum had any idea what they were voting about.

With regard to the Quota business, having originally voted in favour of a referendum by a small majority, they have voted against it, but again, most of the exhibitors who had an opportunity to vote, abstained from voting because the whole thing bored them at the time, so that it is really very different to find out what they are really

Dennis O'Brien Esq. 1st April 1927.

thinking.

All I know is that whenever Blake or Cruikshank or Jerrold King goes down to a branch to speak to the Members, they always carry their points almost unanimously. Mr. Hewitson, who is the President for this year of the C.E.A., seems to be equally satisfactory and successful, so that when I read in the Newspapers about certain branches of the C.E.A. being very fractious, I also note that these Branches have not been attended by the Chiefs of the C.E.A., and I think if they did attend, the result would be somewhat different.

All this brings me to my final observation, namely what is going to be done by a concern like the United Artists, in the event of the Bill becoming Law next July or August? Is the United Artists Corporation to wait until it is a fait accompli, or does it wish to consider the pros and cons as to what it will do in different eventualities?

There are some important questions, such as the complete abolition of the present system of booking films by the Allied Artists. There is also an important question as to whether the Allied Artists ought to take steps to acquire a certain footage of British produced films, and if so, only to obtain same for use in this country or for

Dennis F. O'Brien Esq. 1st April 1927.

There are also, of course, important questions as to whether the United Artists Corporation is considering the question of any Company over here which, complying with the terms of the Act, will produce films which can be dealt with through the Allied Artists.

Believe me,

Yours sincerely,

F. H. SUNDALLA

P.S. Perhaps you could kindly let Mr. Burkan - and if you think fit, Mr. Sanshaf - have a sight of this letter. I do not know whether it will interest Mr. Schenck, who probably takes steps to be closely advised. If, of course, you think it is of any interest to Mr. Fairbanks, or to Mr. Chaplin, or Mr. Griffiths, perhaps you would have it duly circulated.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 1st, 1927.

Argentine-American Film Corp.,
220 West 42nd St.,
New York City.

Gentlemen; Attention of Mr. M.P. Ricci.

In accordance with our telephone arrangements, we have given orders to the Combined Film Laboratory to ship two prints of the "Idol Dancer" to you in care of Ely Levy, 729 Seventh Ave., City.

We are enclosing herewith our invoice for the prints in the amount of $405.61, together for our invoice for the license rights, in the amount of $1,000., for which we are to receive your check the latter part of next week.

Yours very truly,

D.W.GRIFFITH INCORPORATED.

By

Examiner
FRIDAY, APRIL 1, 1927

(Reprinted from late editions of yesterday's Examiner.)

NOVEL CAMERA FEATS SEEN IN CORELLI FILM

By Louella O. Parsons

MARIE CORELLI'S startling novel, "Sorrows of Satan," rocked the world some twenty-five years ago when sensations were of the visible sort. There were no hidden suggestions. In other words a mystery was plainly labeled a mystery, and a story dealing with old Mephisto and his methods admitted its purpose. David Wark Griffith took all this into consideration when he filmed Miss Corelli's novel, as anyone who visits the Million Dollar Theater for the purpose of viewing this film can plainly see.

Louella O. Parsons

"Sorrows of Satan" has been treated somewhat dariagly by Mr. Griffith. There are banquet scenes arranged by Satan that are so suggestive and bacchanalian in their grandeur that the shades of Nero must be suffering with jealousy. Girls with scanty clothing writhe in dances that are truly inspired by the devil himself.

MEPHISTO THE HERO

This devil, as the title suggests, is the hero. With the disarming nom de plume of Prince Rimenes, he has a peculiar form of satanic devilry. He offers his victims luxury when they are starving to death, and tempts them with wine, women and song. Small wonder the struggling writer forgets his sweetheart and his garret when riches beyond the wildest avarice of Midas are offered him.

Adolphe Menjou as this tempter is his usual, suave self. His performance is satisfactory. That is, what little remains of it. Much of him and his deeds lie on the cutting room floor.

Mr. Griffith, however, offered Mr. Menjou compensation for this too generous use of the scissors by presenting him in a most extraordinary form of photography. The man who invented the closeup, the fade-out and the intricate dissolve, comes forth with an added proof of his versatility. He has given us a new technique, not only in story, but in actual visualization. The diminishing body of Adolpe Menjou as he finally disappears through his own enlarged figure, is a striking and daring feat of the camera.

The same spirit of motion picture effects goes a step further in his ultra modern ideas. He discounts the accepted idea of the devil by giving us an entirely new creation. The Satan of our childhood, who hovered near with horns and webbed feet, carrying a continual threat of brimstone and fire, is retired in favor of a charming debonair Mephistofeles. And how debonair and charming Menjou can be, when called upon to do his particular brand of film seduction.

The devil's victim, Geoffrey Tempest, poor, struggling writer, who gives up his career, his love and all to follow Rimenes, gets a good break in the hands of Ricardo Cortez. I can even make it stronger and say Mr. Cortez's performance is an event. His restraint is admirable and his handling of the big dramatic situations is really excellent.

Carol Dempster as Mavis, the betrayed sweetheart, has the most difficult role of her career. She tears at the heart-strings. She is pathetic without being woeful, and sad without being maudlin. The little girl, who formerly played innocent ingenue roles, offers some passionate love scenes that are hot, to say the least. They are not offensive, when played by Miss Dempster, who always seems the frail flower more sinned against than sinning.

PRINCESS MISCAST

As for the devil's aid, another sinner, the less said the better. Lya De Putti is miscast as the princess. She never seems patrician and never really at ease in her role. I am confident that the fault, however, is more in the casting than in any lack in the German actress' histrionic ability.

"The Sorrows of Satan" is decidedly an unusual picture. There are times when it drags and other times when it makes up for any tediousness by its excellent technique and characterizations. In any event it is well worth seeing. The Million Dollar Theater is offering a prologue, showing the "Fall of Lucifer." There is also Leo Forbstein's Orchestra, which plays tuneful music, and a score which sounds to me as if it were the very one arranged for the New York presentation by Hugo Reisenfeld. Frank L. Newman believes in giving his patrons their money's worth.

ANNUAL MEETING OF THE

STOCKHOLDERS

of

UNITED ARTISTS CORPORATION.

The annual meeting of the stockholders of the United Artists Corporation was held at the office of the Corporation, No. 729 Seventh Avenue, in the Borough of Manhattan, City, County and State of New York, on the 4th day of April, 1927, at 3 o'clock P.M.

The meeting was called to order and presided over by Mr. Joseph M. Schenck.

Mr. Albert H. T. Banthaf acted as Secretary of the meeting.

Mr. Dennis F. O'Brien called the roll of stockholders and reported that all of the common stock of the Corporation, issued and outstanding, was represented in person or by proxy. He also reported that the proxies on file with him, had been examined and found to be correct.

The following is a statement of the various representations:

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The Hilton Corporation,	by Dennis F. O'Brien, Vice-President of The Hilton Corporation.
The Pickford Corporation,	by Dennis F. O'Brien, Vice-President of The Pickford Corporation.
Charles Chaplin,	by Nathan Burkan.
D. W. Griffith, Inc.	by Albert H. F. Raasheff, Secretary of D. W. Griffith, Inc.

There were also present at the meeting

Joseph M. Schenck,	Chairman of the Board of Directors.
Arthur W. Kelly,	Vice-President and Treasurer.
Al Lichtman,	General Manager of Distribution.
Charles Chaplin,	Stockholder.

There was presented to the meeting the affidavit of Benjamin Pepper, dated the 26th day of March, 1927, stating that on the 26th day of March 1927 he mailed a copy of the notice of annual meeting of stockholders of the United Artists Corporation. (Said affidavit is annexed to these minutes).

Upon motion duly made, seconded and carried, the proxies submitted were accepted as being in order, and were ordered filed in the records of the corporation.

Thereupon Mr. O'Brien read the minutes of the last annual meeting of the stockholders, and

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the minutes of the last annual meeting of the stockholders be adopted as read.

Upon motion duly made, seconded and unanimously adopted it was

RESOLVED that this corporation, as an evidence of its satisfaction with the work of its deceased president and general manager, Hiram Abrams, and as an expression of its gratitude, does hereby approve of the monies already given to the widow of said Hiram Abrams since the death of Hiram Abrams, and does hereby instruct the officers of the corporation to pay to said widow of Hiram Abrams an additional sum so that the money she has already received, and the amount authorized to be paid to her pursuant to this resolution will total $50,000. The treasurer is authorized to make these payments to said widow of Hiram Abrams when in his discretion it may seem expedient, the entire payments to be made within twelve months from the date of this meeting.

The President instructed Mr. O'Brien to write to the stockholders personally, notifying them of the action taken at this meeting, by their proxies, and requesting that they approve this action of their proxies, in writing. Mr. Charles Chaplin, attending the meeting in person, expressed his approval to the meeting.

Mr. Joseph M. Schenck made his report as Chairman of the Board of Directors.

I. <u>United Artists Theatre Circuit, Inc.</u>

Mr. Schenck stated that the creation of this Company had become imperative in order to protect the production of the stockholders composing the United Artists, and assure them of proper exhibition facilities. For this reason, certain stockholders of the United Artists had subscribed one million

dollars, and J. J. Kelligan & Company had subscribed four million dollars to organize the United Artists Theatre Circuit, Inc. The United Artists Corporation had entered into a contract with the United Artists Theatre Circuit, Inc. to exhibit its pictures in the theatres which the United Artists Theatre Circuit, Inc. would build or control on the basis of 70% of the net profits to the producer.

All stockholder-producers of the United Artists Corporation, except Mr. Charles Chaplin, had become parties to the above agreement, and also Mr. Sam Goldwyn.

Upon motion duly made, seconded and unanimously adopted, it was

> RESOLVED, that the stockholders of this corporation hereby ratify and approve the contract entered into between the United Artists Corporation and the United Artists Theatre Circuit, Inc.

The Chairman then continued his report.

II. <u>The Art Cinema Corporation</u>.

Mr. Schenck stated that the re-financing of the Art Cinema Corporation had been undertaken so as to create a greater production of pictures for distribution by the United Artists Corporation. By means of the Art Cinema Corporation, the following artists will be enabled to finance and produce pictures to be distributed by the United Artists Corporation:

Gloria Swanson
Jack Barrymore
Norma Talmadge
Corinne Griffith
The Duncan Sisters
Douglas Fairbanks
Fred Niblo
and others.

He stated further that the Art Cinema Corporation has engaged Mr. Herbert Brennon to produce "Sorrel & Son" and will finance the same, and that negotiations were under way which might eventually result in Mr. D. W. Griffith producing, through the Art Cinema Corporation, for distribution by the United Artists. Arrangements have been made for Mr. Niblo to direct "LAUGH CLOWN LAUGH."

Mr. Schenck reported that the pictures planned for release by the United Artists for the year 1927-1928, were as follows:

don't appear this

The Winning of Barbara Worth
The Night of Love
The Love of Sunya
The Beloved Rogue
The General
Resurrection
Topsy and Eva
Buster Keaton in "College"
Two Arabian Knights
The Dove
The Magic Flame
The Purple Mask
Mary Pickford in story by Kathleen Norris
Gloria Swanson picture - untitled
Garden of Eden
The Circus
The Gaucho
Laugh Clown Laugh
Buster Keaton picture - untitled
Samuel Goldwyn presenting Colman and Banky in picture - untitled

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Norma Talmadge, picture-entitled
Lillian Gray, picture-entitled
Gloria Swanson, picture-entitled
Corinne Griffith in "Sunny"
Buster Keaton, picture-entitled
John Barrymore, picture-entitled
Archibald Settlefield production "The House of Hagney"
" " " "A Daughter in Revolt"

Mr. Arthur H. Kelly, the Treasurer, then made his report. He stated that a copy of the balance sheet and annual report of the United Artists, and the balance sheet of the subsidiary corporations or branches mentioned below, had been mailed to all the stockholders and directors of the company for their consideration and study one week prior to the meeting. These subsidiary corporations or branches are:

Allied Artists Corporation, Limited.
United Artists Verleih, G.m.b.H
Les Artistes Associes, S.A.
(and all continental branches of the same)
United Artists (Australasia) Ltd.
Artistas Unidas, S.A.
United Artists Corporation of the Far East.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the Chairman of the Board of Directors, Mr. Joseph M. Schenck, was authorized to increase the present annual compensation of counsel for the corporation, Mr. Dennis F. O'Brien and Mr. Nathan Burkan, in his discretion, by an amount not exceeding $5,000 each beginning April 1st, 1927.

The Chairman then stated that there were certain matters which the stockholders should consider and ratify. The contract between the British Continental Trading Company and the United

Artists Corporation for the distribution of pictures in Holland had been entered into during the preceding year, and

Upon motion duly made, seconded and unanimously adopted, it was

> RESOLVED, that the action of the officers and directors of the corporation in making the aforementioned agreement with the British Continental Trading Company be, and the same hereby is, ratified and approved by the stockholders of the corporation.

The Chairman stated that a contract had been entered into by the Corporation with Gloria Swanson, according to the terms of which she was obligated to subscribe to $100,000 worth of preferred stock, and that she was to be called on immediately for $30,000.

The Chairman, Mr. Joseph M. Schenck, stated that he had assigned his contract with the United Artists Corporation, regarding the production of pictures, to the Art Cinema Corporation, and

Upon motion duly made, seconded and unanimously adopted, it was

> RESOLVED, that said assignment by Joseph M. Schenck to the Art Cinema Corporation be accepted and approved.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the contract between the United Artists Corporation and Edwin Carewe and Inspiration Pictures, for the distribution of the motion picture entitled Resurrection", be ratified and approved.

The Chairman stated that he had agreed that the Corporation become a member of the Motion Picture Producers & Distributors of America, Inc., and requested that the agreement made by him, on behalf of the corporation, be ratified and approved. The initiation fee for becoming a member of the Motion Picture Producers & Distributors of America, Inc. was one-tenth of one per cent. of the gross revenue derived by the Corporation from the United States during the year 1926. As the gross of the Corporation amounted to $8,293,145.95 the initiation fee would amount to $8,293.14. Weekly dues were one-one-hundredths of one per cent. of the total gross revenue derived in the United States in the year 1926 payable weekly, or in other words, $829.31 payable weekly.

The Chairman stated that there were many advantages to be gained for the producer.

Upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the United Artists Corporation become a member of the Motion Picture Producers & Distributors of America Inc. and that the officers of the Corporation are hereby authorized to apply for membership and to take all steps necessary to acquire such membership, and any acts heretofore done for such purpose and any contracts entered into for such purpose, be, and the same hereby are ratified and approved;

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

and it was further

> RESOLVED, that the expenses of such membership are to be allocated between the United Artists and the producers distributing through the United Artists, in accordance with the statement hereto annexed and which will be embodied in a letter sent to all producers affected by this resolution;

and it was further

> RESOLVED, that all new distribution contracts shall take cognisance of this arrangement so as to have such distribution bear its proper share of the expenses of this membership.

The meeting then proceeded to the election of directors for the ensuing year. Miss Mary W. Rusk and Mr. Arthur W. Kelly, the inspectors of election, duly subscribed and verified the oath of office required by statute, and entered upon the discharge of their duties.

The election was then held by ballot, and resulted in the election of the following directors:

Joseph M. Schenck

Dennis F. O'Brien

Nathan Burkan

Albert H. T. Banzhaf

Harry D. Buckley

Thomas Moore

The meeting then proceeded to elect two inspectors of election for the ensuing year and Miss Mary W. Rusk and

Mr. Arthur G. Tally were unanimously elected as inspectors of election for the ensuing year.

There being no further business before the meeting, the same was

Upon motion duly made, seconded and unanimously adopted

A D J O U R N E D.

_____
Secretary.

Approved:

_____

_____

_____

_____

_____

_____

UNITED ARTISTS CORPORATION

Organized under the laws of the State of Delaware.

ALPHABETICAL LIST OF STOCKHOLDERS.

At closing of books on March 28th, 1919.

NAMES	RESIDENCES	SHARES Common	SHARES Preferred
CHARLES CHAPLIN,	Los Angeles, Calif.	1000	300
THE ELTON CORPORATION,	Los Angeles, Calif.	1000	300
THE PICKFORD CORPORATION,	Los Angeles, Calif.	1000	300
D. W. GRIFFITH, INC.	New York City, N.Y.	1000	300
JOSEPH M. SCHENCK,	Los Angeles, Cal.		300
UNITED ARTISTS CORPORATION,	New York City, N.Y.	1000	---

Correct

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 4, 1927.

Mr. F. M. Smoot,
La Grange, Ky.

Dear Sir,

Replying to your letter of March 28th to Mr. Griffith, I wish to advise that Mr. Griffith is not interested in disposing of his house in La Grange.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
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TELEPHONE MURRAY HILL [illegible]

CABLE ADDRESS "BARGEN" NEW YORK

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
[illegible] MADISON AVENUE

GEORGE H. NEWGASS
BERTRAM S. NAYFACK
FRANKLIN WALDHEIM

NEW YORK

April 4th, 1937.
8:30 A.M.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

I am sending you herewith the remaining few pages of the Cinema-Griffith Finance Agreement, being numbered eight (8) to ten thousand (10,000) exclusive, which with the able assistance of two strong minded though now weak-bodied young ladies, who have grown somewhat older and thinner since starting this job, we just succeeded in completing and we trust to your entire satisfaction.

However, I will be pleased to consider your one or two suggestions at your convenience.

Wishing you the early compliments of this late morning, we remain

Exhaustedly yours,

Bertram S. Nayfack

BSN:BM
Encs.
Delivered.

P. S. A promise is a promise so here's your contract.

THE COLISEUM SYNDICATE, LIMITED.
THE ALHAMBRA COMPANY LIMITED.
STOLL PICTURE THEATRES (KINGSWAY) LIMITED.
MANCHESTER HIPPODROME & ARDWICK EMPIRE, LIMITED.
HACKNEY & SHEPHERD'S BUSH EMPIRE PALACES, LIMITED.
LEICESTER PALACE THEATRE LIMITED.
CHATHAM EMPIRE THEATRE OF VARIETIES, LIMITED.
CHISWICK EMPIRE THEATRE OF VARIETIES, LIMITED.
ST. AUGUSTINE'S PARADE HIPPODROME, BRISTOL, LIMITED.
WOOD GREEN EMPIRE THEATRE OF VARIETIES, LIMITED.
CHAIRMAN AND MANAGING DIRECTOR:
SIR OSWALD STOLL.

STOLL PICTURE PRODUCTIONS, LIMITED. (Stoll Collection, S.W.1)
THE GENERAL BUILDING SYNDICATE, LIMITED.
CHAIRMAN: SIR OSWALD STOLL.
SECRETARY (SECRET'L AND CHIEF ACCOUNTANT):
W. H. GORDON MICHIE.

THEATRES:
London Coliseum.
Alhambra, London.
Stoll Picture Theatre (Kingsway) The London Opera House.
Manchester Hippodrome.
Ardwick Empire, Manchester.
Hackney Empire, London.
Shepherd's Bush Empire, London.
Leicester Palace.
Floral Hall Picture Theatre, Leicester.
Chatham Empire.
Picture House, Chatham.
Chiswick Empire London.
Bristol Hippodrome.
Birmingham Hippodrome.
Wood Green Empire, London.
Stoll Picture Theatre, Newcastle (Tyne Theatre).

NOTICES.

The Management will not hold themselves responsible in the event of loss of or damage to any MSS., Songs, etc., submitted for consideration.

To Artistes. Artistes engaged must communicate three weeks before opening, forwarding matter for Bill, Pictorial Block, or Picture Cut from which Block can be made; and Samples and Prices of Lithographs and Posters that really represent the Act.

Important.—All performances must be entirely free from vulgarity.

To Suppliers.—No order or contract for goods or services must be accepted for any of the above Companies and Theatres except upon receipt of an Official Order signed by either the Managing Director or the Secretary, otherwise the Company concerned will not be responsible for same and will refuse payment. In special cases where goods are required at once, suppliers must look to the individual placing the order who will be personally liable, unless an official confirmatory order, signed as above, is received within 48 hours.

Invoices must be sent direct to Theatres. Monthly statements should be sent to the Stoll Offices from which all accounts are paid.

The individual Company on whose behalf orders are signed is solely responsible for payment.

INTERVIEWS BY APPOINTMENT ONLY.

TELEGRAMS: "Sensitive, Westrand London"
TELEPHONE No. Gerrard 7264 (7 Lines)

The Stoll Offices,

Coliseum Buildings,

London, W.C.2

5th April 1927.

D.W.Griffiths Esq.,
1107,Long Acre Buildings,
NEW YORK CITY....U.S.A.

Dear Sir,

re "HEARTS OF THE WORLD"

We enclose herewith our cheque for £19. 6. 3d being your share of the receipts of the above to 31st January 1926, and shall be glad if you would acknowledge the receipt in due course.

We shall also be glad if you will let us have a receipt for the cheque for £78.19.10 sent you on the 14th February last.

Yours faithfully,
For STOLL PICTURE PRODUCTIONS LIMITED.

for SECRETARY.

WHC/EG

April 6, 1927

Mr. John H. Jones, Jr.,
53 State St.,
Boston, Mass.

Re: D. W. Griffith, Incorporated
vs Golden Distributing Corp.

Dear Sir,

Not having heard anything further from you since January 17th in relation to the above action, our client is very anxious to have something tangible in the way of knowing when they may expect the collection.

We understood that this case was on the calendar during December and naturally are under the impression that it must have been reached for trial before this.

To delay the matter unnecessarilly would undoubtedly prejudice our clients' claim, especially if the debtors have no tangible assets.

We would, therefore, appreciate your prompt attention to the matter and further advices as to its present status.

Yours truly,

RR KM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 6, 1927.

Mr. M. Ray Coffman,
Manufacturers Trust Co.,
42nd Street & 5th Ave.,
New York, N. Y.

Dear Mr. Coffman,

Enclosed you will find Mr. Griffith's check in the amount of $500 to apply on the G. & M. Pictures Corporation note.

Will you kindly acknowledge receipt of same, and oblige

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE H. BONSHAW
JOHN H. PENNELEYGH

BONSHAW & PENNELEYGH
COUNSELLORS AT LAW
BOND TRUSTEES BUILDING
120 WEST 42d STREET
NEW YORK

TELEPHONE
MICHIGAN 1944
CABLE ADDRESS
"BONGEN"

April 8th 1927.

Mr. D.W.Griffith,
Hotel Astor,
New York City.

Dear Mr. Griffith:

Mr. M.L. Cohn is associated with Mr. Harby in the Griffith vs. Griffith matter and he will hand you herewith check which I inadvertently made out in the name of "M.S.Darby" instead of Harby, having another lawyer's name in mind.

Will you therefore make out a new check for $35,000. to the order of "Linda A.Griffith or M.E. Harby, Atty." and of course destroy the one returned.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

Albert H. Bonshaw

AHTB: GDM
Enc.

April 9, 1927.

Mr. Charles Griffith,
Russellville, Ky.

Dear Sir,

The party who is tracing Mr. Griffith's genealogy has requested me to write and ask if you will please advise Mr. Griffith from what part of Virginia Thomas Oglesby came and also the first name of his wife who was a Miss Carter.

Mr. Griffith is still absent from the city, which is the reason he is unable to write you personally.

Thanking you for your kind attention to the above, I am

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 11th 1927.

Mr. Loyd Wright,
Currier Building,
Los Angeles, California.

Dear Mr. Wright:

I am this day in receipt of your statement in re the Griffith matters and in reply would ask that you kindly segregate the items on said statement, charging anything pertaining to the Ranch or other property matters to Mr. Griffith personally, and all other matters to D.W. Griffith Incorporated so that we may keep these items separate.

Thanking you, and with kindest regards, I remain

Very truly yours,

CDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 11, 1927.

Mr. H. Ray Goffman,
Manufacturers Trust Co.,
43rd St & 5th Ave.,
New York, N. Y.

Dear Mr. Goffman,

Enclosed herewith you will find Mr. Griffith's check in the amount of $500, to apply on the G. & H. Pictures Corporation note.

Will you kindly acknowledge receipt of same, and oblige

Yours very truly,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 18th, 1927.

Collector of Internal Revenue,
Los Angeles, California.

Dear Sir:-

Referring to the enclosed notice and demand for additional income tax, year 1923 assessed against Mr. D. W. Griffith, 1476 Broadway, New York City, I respectfully request that the item of interest amounting to $2,3[illegible]6.65 be waived for the reason that due to adjustments and audit made by representative of the Treasury Department at about the time the second installment of 1923 tax was payable, Mr. Griffith was under the misapprehension that the credits by reason of such adjustments had taken care of the balance of the tax then due. It was only upon another audit being made that the field auditor disclosed to Mr. Griffith that the balance of the tax had not been paid by him, although when inquiry had been made of your office as to whether any tax was due for the year 1923 Mr. Griffith received a reply stating that there was none due and relied thereupon. You are referred to your letter of June 22nd 1925 in regard to this matter, a copy of which letter is attached hereto.

By reason of the above it is respectfully requested that the item of interest be waived.

Very truly yours,

AHTB:SF

D. W. GRIFFITH COLLECTION
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April 12, 1927.

Mr. Henry MacMahon,
Producers Distributing Corporation,
1560 Broadway,
New York, N. Y.

Dear Mr. MacMahon,

Mr. Griffith has asked me to acknowledge your letter of the 7th, and to say that he will be pleased to attend the opening of Mr. De Mille's "The King of Kings" on April 19th.

In sending the tickets, will you please send them to the above office, in my care so that Mr. Griffith will be sure to receive them.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GUEDALLA, JACOBSON & SPYER,
SOLICITORS
Guedalla & Jacobson | Spyer & Sons
E. H. T. GUEDALLA.
E. H. J. JACOBSON, O.B.E. H. GUY DIRKET, O.B.E.

TELEGRAMS: GUEDALLA, STEAD, LONDON
CABLEGRAMS: GUEDALLA, LONDON
TELEPHONE 8810 8811 8812 8813 LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

18th April 1957.

With Compliments.

A. H. T. Barnhart Esq.,
130, East 42nd Street,
New York,
U.S.A.

D. W. griffith collection
museum of modern art film library

Gaumont-British Picture Corporation,
LIMITED.

Capital - £2,500,000

ISSUE OF

1,000,000 7½ per Cent. Cumulative Preference Shares of £1 each

AND

100,000 Ordinary Shares of 10/- each.

PROSPECTUS.

Printed by St. Clements Press, Ltd., Portugal Street, Kingsway, London, W.C.2.

The Times 3rd April 1927

PROPOSED CHANGES IN TAXATION.

TOBACCO, WINE, BEER, MOTOR TIRES, AND PROPERTY TAX.

The changes in taxation proposed, and their estimated effect, are shown in the following statements and tables:—

A.—CUSTOMS AND EXCISE.

I.—CHANGES IN EXISTING DUTIES.

	Existing Duties.		Proposed Duties.	
	Full rate.	Preferential rate.	Full rate.	Preferential rate.
CUSTOMS.	s. d.	s. d.	s. d.	s. d.
Wine—				
Not exceeding 26deg. of proof spirit per gallon	2 0	1 0	—	—
Exceeding 26deg., but not exceeding 42deg. "	6 0	3 0	—	—
Not exceeding 26deg. of proof spirit "	—	—	3 0	—
Exceeding 26deg., but not exceeding 42deg. "	—	—	6 0	—
Not exceeding 26deg. of proof spirit "	—	—	—	1 0
Exceeding 26deg., but not exceeding 42deg. "	—	—	—	1 0
For every degree or part of a degree above 42deg., an additional duty "	0 6	0 3	0 6	0 4
Sparkling wine, an additional duty "	12 6	6 3	No change.	—
Still wine in bottle, an additional duty "	2 0	1 0		
Tobacco—				
Unmanufactured—				
Containing 10 per cent. or more of moisture—				
Unstripped per lb.	9 3	6 1½	8 10	6 9½
Stripped "	9 2½	6 1¼	8 10½	6 8¾
Containing less than 10 per cent. of moisture—				
Unstripped per lb.	9 9½	6 9½	9 9½	7 6¾
Stripped "	9 1	6 9¾	9 10	7 6¾
Manufactured—				
Cigars "	15 7	11 8½	16 10	12 11½
Cigarettes "	12 7	9 5¾	13 7	10 5¾
Cavendish or Negrohead "	11 10½	8 10¾	12 10	9 10¾
Cavendish or Negrohead manufactured in bond "	10 4½	7 9¾	11 2½	8 7¾
Other manufactured tobacco "	10 4½	7 9¾	11 2½	8 7¾
Snuff—				
Containing 13 per cent. or more of moisture "	9 9½	7 4½	10 7	8 1½
Containing less than 13 per cent. of moisture "	11 10¾	8 10¾	12 10	9 10¾
Matches.				
On any number in a box not exceeding 80, per standard gross of 10,000 matches	5 2	—	—	—
On any number in a box in excess of 80, per standard gross of 10,000 matches	3 5	—	—	—
Containers—				
Containing not more than 10 matches, per 1,000 containers	—	—	6 2	—
Containing more than 10 but not more than 20 matches, per 1,000 containers	—	—	12 4	—
Containing more than 20 matches—				
Up to 50 matches, per 144 containers	—	—	4 4	—
Additional for every 25 matches or part of 25 matches over 50 matches, per 144 containers	—	—	2 2	—

EXCISE.	Existing Duties.	Proposed Duties.
	s. d.	s. d.
Tobacco.		
Unmanufactured—		
Containing 10 per cent. or more of moisture, per lb.	6 0	6 7½
Containing less than 10 per cent. of moisture, per lb.	6 7⅞	7 4¾
Manufactured—		
Cavendish or Negrohead manufactured in bond, per lb.	7 9⅜	8 7¾
Matches.		
On any number in a box not exceeding 80, per standard gross of 10,000 matches	5 0	—
On any number in a box in excess of 80, per standard gross of 10,000 matches	3 4	—
Containers—		
Containing not more than 10 matches, per 1,000 containers	—	6 0
Containing more than 10 but not more than 20 matches, per 1,000 containers	—	12 0
Containing more than 20 matches—		
Up to 50 matches, per 144 containers	—	4 2
Additional for every 25 matches or part of 25 matches over 50 matches, per 144 containers	—	2 1

NOTE.—All the above changes to take effect from April 12, 1927, except the increased duties on wine which will be operative from April 25, 1927.

CUSTOMS.

Motor Car and Motor Cycle Tires.

It is proposed to repeal the exemption in favour of tires from the duty of 33⅓ per cent. *ad valorem* on the component parts and accessories of motor cars and motor cycles, with effect from April 12, 1927.

Blank Cinematograph Film.

It is proposed to bring all photographic sensitized sheets or strips of celluloid or other similar material which are not less than 12 feet in length, whatever their width, within the duty of ¼d. per linear foot of standard width on blank cinematograph film as from April 12, 1927.

EXCISE.

Beer.

It is proposed to reduce the period of credit allowed to brewers for payment of the duty on home-made beer from two months to one month.

II.—NEW DUTIES.

CUSTOMS.

Translucent Pottery.

It is proposed to levy a duty on and after April 19, 1927, for a period of five years, on [illegible] component parts thereof, of tra[illegible] pott[illegible]

[illegible] of the Budget relating to British Wines sent out by mail by the [illegible] and [illegible] [illegible]

B.—INLAND REVENUE.

Estate Duty.

It is proposed to terminate the relief granted in connexion with estate duty to certain settled property by section 16 of the Finance Act, 1907.

Stamps.

Relief is to be allowed from Companies Capital Duty and Transfer Duty in certain cases of reconstruction and amalgamation of Public Companies.

Income Tax.

(a) *Literary and Dramatic Royalties.*

It is proposed to strengthen the law so as to secure collection of tax on Literary and Dramatic Royalties paid to non-residents.

(b) *Charities.*

It is proposed to relieve from Income Tax, Schedule D, any profits earned by a charity in carrying out the primary object of the trust.

(c) *Taxation of Interest.*

It is proposed to alter the law relating to the payment to the Exchequer of tax deducted from certain interest with consequential effects in cases of liquidations and bankruptcies.

(d) *Payment of Income Tax, Schedule A.*

It is proposed that the Income Tax, Schedule A, which is at present payable in two equal instalments, one on January 1 and the other on July 1, should be payable in one sum on January 1.

Super-Tax.

It is proposed to strengthen the law in regard to income from certain companies and other matters.

ESTIMATED EFFECT OF CHANGES.

TOTAL INCREASE THIS YEAR OF £25,980,000.

	Estimate, 1927-28. Increase (+) or Decrease (−).	In a Full Year. Increase (+) or Decrease (−).
	£	£
Customs:—		
Wine	+ 1,250,000	+ 1,500,000
Tobacco	+ 4,100,000	+ 4,400,000
Matches	+ 370,000	+ 440,000
Motor Car and Motor Cycle Tires	+ 700,000	+ 750,000
Blank Cinematograph Film	*	*
Translucent Pottery	+ 150,000	+ 200,000
Total Customs	+ 5,570,000	+ 6,290,000
Excise:—		
Beer—Reduction of Credit Period	+ 5,000,000	†
Tobacco	Gain estimated to be negligible.	
Matches	+ 230,000	+ 200,000
British Wines	+ 80,000	+ 90,000
Total Excise	+ 5,310,000	+ 350,000
Total Customs and Excise	+ 10,880,000	+ 6,640,000
Inland Revenue:—		
Estate Duty.—Termination of relief under Section 16 of the Finance Act, 1907 ..	+ 300,000	+ 800,000
Stamps. Alteration in respect of amalgamations and reconstructions of Companies ..	+ 200,000	+ 500,000
Income Tax. Collection of Schedule A in one instalment	+ 14,800,000	—
Do. Taxation of literary and dramatic royalties	+ 60,000	+ 100,000
Do. Charities. Relief from tax in respect of certain profits	− 60,000	− 100,000
Do. Amendment of law regarding assessment of tax on interest	+ 200,000	+ 350,000
Total Inland Revenue..	+ 15,100,000	+ 850,000
Grand Total	+ 25,980,000	+ 7,490,000

* The object of this change is to amend the wording of the existing law in order to prevent a leakage in revenue, and no additional revenue is expected.

† The gain from the reduction of the credit period is limited to 1927-28.

BUDGET ON BEAM WIRELESS.

A remarkable "record" was achieved by the new Beam Wireless service in transmitting the Budget to Australia. The first Budget news to reach Australia was contained in a 13-word message sent by the Australian Press Association announcing the abolition of the Department of Overseas Trade. This message, telephoned from the Australian Press Association office, was received at the Central Radio Office of the General Post Office at 4.54 p.m. The message was transferred to the circuit, and the transmission to Australia was completed 30 seconds later. At 4.55 the Australian Press Association was advised by the General Post Office that the message had been received in Melbourne. This establishes a "record" for telegraphic communication to Australia, the previous "record" being that established in the transmission of the result of the Derby by cable, when the time taken was 60 seconds. The actual speed of transmission of the message was at the rate of 150 words per minute.

TAX ON FOREIGN TIRES.

Mr. Peake-Jones, London manager of the Avon Indiarubber Company, Limited, said that the tax proposed to be put on tires of foreign manufacture was an act of justice for which British manufacturers had been asking for some time. It would probably mean that some of the principal foreign manufacturers would establish works in this country, but there would be no objection to that, as they would have to pay rates and taxes here, and British manufacturers would be in a position to compete with them on level terms. In France and Italy workmen received lower wages than were paid in this country. British manufacturers had suffered particularly from the competition of small firms abroad, who had sent over their excess production and sold tires at low prices with which home producers could not compete. The tax would result in an increased production of tires in this country.

The Gaekwar of Baroda, the Maharajah of Cooch Behar, and Sir Henry Wheeler, the retiring Governor of Bihar and Orissa, left Bombay on Saturday for England.—*Reuter.*

FLORENCE E. YOUNGS
GENEALOGIST
97 WEST 58th STREET
NEW YORK

April 14, 1937

Mr. David W. Griffith
Hotel Astor
New York

My dear Mr. Griffith

Your cousin, Mr. Charles Griffith's information that your grandfather and his wife came from Londonderry, Ireland, has interested me very much. I have been looking over my Irish notes and other records at my disposal, and I find that the Wark Family were seated in Londonderry as far back as 1727 and probably earlier, and that there was at least one Griffith Family there. The official Irish records say that the name Wark is the same as Works, and I find that the Wark name is also Scottish in its earlier origin. I hope you will let me make a study of the Family over there.

Following the suggestions of your various correspondents, I have investigated the Oglesbys in Kentucky and Virginia and have a good deal of miscellaneous data concerning them. The evidence which I have at present shows that your grandfather, Thomas, was the son of Richard, who was the son of Thomas and that this particular line came from Campbell County, Virginia, which was a part of the old Henrico County. I want to make some searches in several Virginia Counties to establish this line back to the earliest immigrant ancestor. As soon as we hear from Mr. Woodson Oglesby and another letter from Mr. Charles Griffith, I shall be in a definite position as to telling you just what should be done to complete the work, but I thought this brief account might give you some idea of what had actually been accomplished thus far.

I am greatly interested in the lines as your ancestors appear to have taken part in most of the stirring events which make the history of Virginia and Kentucky so fascinating.

Very truly yours

Florence E. Youngs

FEY:Q

THE OGLESBY FAMILY
IN
VIRGINIA AND KENTUCKY

The Scottish Families of Ogilvy, Ogilvie, Ogilby and Oglesby are of common origin and descend from the famous Glen of that name, an interesting history of which will be written for you as soon as the search in England and Scotland has established the American connection.

Every County in Virginia and most of those in Kentucky have been examined for Oglesby records as well as many historical and genealogical works, and from the multitude of notes thus collected, the following pedigree has been prepared. Its imperfections are due to breaks in the records, some of which were doubtless caused by the Civil War.

The first record of the Oglesbys in America is that of

JOHN OGLESBY — who, with his wife, Elisabeth, was of the Parish of Saint Michaells, Barbados in 1678. Their daughter, Frances, born there March 22nd, 1678, died July 12th of the same year.

In 1680, he and his wife were listed among the "Inhabitants in and about the Towne of Saint Michaells", with four children, three hired servants and prentices, one bought servant and six slaves. (Hotten's Emigrants to America, pp. 424, 427, 440.)

As there does not seem to be any further record of this family in the British West Indies, it may be that one or more of these children came to Virginia and North Carolina and founded the Oglesby Family in these two states.

If so, Richard Oglesby (below) was a son of this John. A search should be made in the unpublished material in the British Museum and in Edinburgh, Scotland, to establish the truth of the above surmise. There are many genealogical

records concerning the British West Indies in the British Museum which are in manuscript and not indexed, but which should be studied by one familiar with the genealogy of the American Family.

1. RICHARD OGLESBY [1] owned six hundred acres of land in Goochland County, Virginia, in 1730. (Virginia Council Records, Vol. VI, p. 201.)

1726-1753 Virginia Council Journals, Richard Oglesby brought suit against "James Lad for two hundred fifty acres land being the bread low grounds over against Tottero in the County of Henrico". (Virginia Magazine of History, Vol. XXXIII, p. 175.)

The name of Richard's wife has not been found, but he had at least two sons, Richard, and Thomas, and probably also was the father of William, John and Robert Oglesby. The dates of birth of these men have not been found but Richard and Thomas at least lived on the lands owned by their father.

Richard Oglesby [2], son of Richard, married in Goochland County, August 29, 1758, Elizabeth Curd, widow of John Curd. (William and Mary College Quarterly, Vol. VII, p. 101.) The record shows that Richard was living in Amherst County in 1772. (William and Mary College Quarterly, Vol. XXVI, p. 266.) Amherst County, Virginia, was set off from Albemarle County, Virginia, in 1761 and Albemarle County was set off from Goochland County, Virginia, in 1744. (Bulletin of the Virginia State Library for January, April and July, 1916.)

It would appear that he had a son Jesse, born in 1762 in what is now Fluvanna County, Virginia, but which was then Albemarle County. (Daughters of the A merican Revolution Lineage Book, Vol. 85, p. 15.) Jesse Oglesby served in the Revolution from Virginia, and moved to Madison County, Kentucky where he was living as a Revolutionary Pensioner

in 1833. (U. S. Pension Records of Kentucky, 1833, p. 116) Probably this Richard was also the father of the Richard whose widow Susan, then living in Campbell County, Virginia, claimed a pension on his account in 1836. (Virginia Magazine of History, Vol. XXII, p. 312.)

II. THOMAS OGLESBY[2]

(son of the first Richard and brother of the second.) He was regularly enlisted for the 13th Division to serve as a Soldier in the United States Army, for eighteen months during the Revolution, March 6, 1779. Enlisted in Amherst County, Virginia, where he was living in 1779, in Major James Higginbotham's Regiment. (William and Mary College Quarterly, Vol.XXVII, pp. 50 and 55.)

His will, filed in Campbell County, Virginia, Jan. 4, 1787, mentions wife Lucy, son Richard Oglesby, and grand-son Thomas Oglesby. (Virginia Wills Before 1799, p. 72)

He appears also to have had a son Thomas, according to the will of Richard Oglesby (below) in 1790, who mentions his brother, Thomas.

Thomas' wife appears from circumstantial evidence to have been a Miss Pleasants or a Miss Woodson, because John Woodson in his will made in Albemarle County, Virginia, in 1779, mentions his "kinsman Pleasants Bailey Oglesby". A later Pleasants Bailey Oglesby, who unquestionably belonged to this group was granted land in Logan County, Kentucky, in 1830.(Kentucky Land Grants, p. 670.)

One of this family was William Oglesby, who was of Shelby County, Kentucky, in 1799.(Kentucky Records, Early Wills and Marriages, p. 95). This William had been a soldier in Captain Byrd's Regiment and had a grant of fifty acres of land. He was from 1762-1785, a Vestryman in Saint Anne's Parish, Albemarle County, Virginia. (Virginia Colonial Militia, p. 32 and Meade's Old Churches of Virginia, Vol. II, p. 50.)

III. RICHARD OGLESBY[3] (son of Thomas, who was son of Richard of Henrico and Goochland Counties) made his will in Campbell County, Virginia, May 6, 1790, in which he mentions his wife Mary, his brother Thomas, and his children, who are not named. (Virginia Wills Before 1799, p. 72). One of these, according to the grand-father's will, was

IV. THOMAS OGLESBY[4], who was born about 1765 or 1766. He married (1) probably in Kentucky, Miss Easley, who was a daughter of Daniel and Margaret (Ritchie) Easley, early settlers in Caldwell County, Kentucky. In 1830 Daniel Easley and his family who originally came from Stokes County, North Carolina, moved to Sangamon County, Illinois, where Daniel and his wife died. (Power's Sangamon County, Illinois, History, p. 276.)

Thomas Oglesby's oldest son Woodson was probably named for his kinsmen, Tucker Woodson and Samuel Hughes Woodson, who with their families emigrated from Albemarle County, Virginia to Kentucky. (History of Albemarle County, Va. pp. 387 and 390.)

Family Tradition says that Thomas Oglesby was accompanied to Kentucky by a brother. This would appear to have been the Reverend Joseph Oglesby, who "was on Shelby Circuit 1806-7 and may have organized in Louisville in the latter part of 1806. He had been on the Illinois Circuit, went from Shelby Circuit to Nashville, Tennessee, next to Mississippi, then to Indiana and thence to Ohio. He was some years a local preacher and physician in Indiana. His last years were spent in Jefferson County, Kentucky." (From the Memorial History of Louisville, p.209.)

Thomas Oglesby's second wife has not as yet been placed in the Carter Family. The Thomas

Carter Genealogy of Lancaster, Virginia, says: "Joseph Carter, youngest son of Thomas and Susannah (Gaines) Carter, born 1792, and died in Oldham County, Kentucky, Jan. 1, 1856, aged 64. September 1, 1814, he married Martha Oglesby. She may have been of the Amherst County Oglesbys, as Joseph Carter is said to have lived in that County for a short time before his marriage, before he removed to that part of Shelby County, Kentucky, which is now Oldham County. His wife, born 1793, died Nov. 7, 1842. Joseph Carter then married a cousin of his first wife, Jennie Oglesby." (P. 53, Carter Genealogy)

There are several conveyances of land executed by Thomas Oglesby and his wife beginning in 1826 in Oldham County, Kentucky, and I have ordered copies of these to be made and as soon as they are received from the County Clerk, I will send them to you.

Florence E. Youngs

Florence E. Youngs
57 West 58th Street
New York City

Home Office
729 Seventh Ave.
New York
Telephone Bryant 7300

UNITED ARTISTS CORPORATION

April 14th, 1927

Mr. Dennis F. O'Brien
122 East 42nd Street
New York City

Dear Mr. O'Brien:

In connection with "Romance" and Associated Authors matter, Mr. Schenck states that as a result of his conversation with you, it has been decided that the entire loss on these two transactions should be charged off to Profit and Loss on the United Artists Balance Sheet.

Of course, you know that we cannot legitimately make this charge against the United Artists unless everyone of the stockholders approves of same in writing, and providing we do secure their authorization, we will have to refund Mr. Griffith $26,903.48, representing his share of the loss on the Associated Authors pictures and "Romance".

Messrs. Price, Waterhouse & Co. is of the same opinion,-that we would not be permitted to make this charge without the approval of all the stockholders, as neither Mr. Schenck nor Miss Gloria Swanson were parties to these arrangements, nor was Mr. Chaplin a party to the Associated Authors deal.

If such an authorization can finally be secured, we would endeavor to charge this all back to the year 1926, in accordance with our policy of trying to obtain a clean bill of health for 1927.

Enclosed herewith is a statement showing the status of these accounts as of January 29th, 1927. The balance due from our producers and the United Artists is after giving effect to the $100,000. received from Mr. Greenhill.

Very truly yours,
UNITED ARTISTS CORPORATION

(Signed) Arthur W. Kelly
V.P. - Treas.

Encl
AWK G

Balance of Associated Authors as of January 29th 1927 $37,616.04

Richard the Lion Hearted	19,454.00	
Loving Lies	18,143.71	
Be Here Women	20,024.33	
	57,616.04	

Douglas Fairbanks Share	(1/5)	$14,455.01		
Mary Pickford Share	(1/5)	14,455.01		
Louis. Bec. Mathan				
Burton Share	(1/5)	14,455.01	$45,359.03	
D.W. Griffith Share	(1/5)	Cash Received		$14,455.01

Balance of Romances as of January 29th, 1927 62,504.54

Douglas Fairbanks Share	(1/5)	$12,450.46		
Mary Pickford Share	(1/5)	12,450.47		
Charles Chaplin Share	(1/5)	12,450.47		
U.A. Corp. Share	(1/5)	12,450.47	$49,801.87	
D.W. Griffith Share	(1/5)	Cash Received		$12,450.47

Total Balances of Associated Authors & Romances as of Jan. 29/27	$120,064.58
Less Cash Received- D.W. Griffith	26,903.48
Balance to be collected	$ 93,160.90

c 4/15/27 (N.S.)
D. W. GRIFFITH COLLECTION
COURTESY OF MARGARET HERRICK LIBRARY

La Grange Ky

Mr. D. Griffith Gray;

My dear Duell:

I expect you think I am a long time writing you to thank you for the pretty picture you sent me. I like it because it is also historical.

I waited about writing until I could tell you about the tenants.

They moved in yesterday and gave me this check. -rent in advance-. We did not know

who to make the check too so you can fill in.

I called Mr. Carter but he says the bill is paid so I'm sending it on to you.

I had to have a little work done but went up to see to it and as it didn't amount to much, there is no bill.

It certainly is a pretty home I would liked to have rented it myself as I love it dearly but just felt like it was too big a proposition for baby and I when Earl is gone so much and we are such cowards when alone. We live in an apartment with another family for company.

Is Aunt Alma at home?

We heard she is abroad.
We have appreciated our lovely X-mas presents so much we felt like we would like to send you all a hum. [redacted] Sister and all of women our husbands.)
Can you use it?
Lovingly
Marguerite G. B.

Dated: April 16th 1927.

MEMO FOR MR. GRIFFITH

Since Mr. Hurdock stated that he would meet the Schenck proposition, Pathe should agree to distribute for 30% where it has exchanges and for 20% where it sells on state rights or distributes through other exchanges. The Producing Corporation should build or lease an independent studio and completely equip the same. It should raise the required capital therefor by the sale of preferred stock not to exceed, however, the sum of $500,000., same to be underwritten by either Pathe or Keith-Albee without, however, any underwriting charge. Preferred stock should be 7% cumulative and be callable by the Corporation in all or in part at $110. at any time. The Common stock of the Producing Corporation should be owned 50% by Griffith and 50% by Keith-Albee interest or Pathe, whichever underwrites the proposition, The Producing Co. of course is to own the pictures, and Pathe to have distribution rights for 10 years.

The Producing Co. should have the right to cancel the distributing contract with Pathe in the event that Pathe becomes insolvent or bankrupt or in the event that Pathe does not gross a sufficient amount on pictures after the second year to represent at least 10% profit to the Producing Co., the profits of the personally directed picture to remain the same.

Under the above set-up I think you could safely waive the $150,000. to compensate for the loss of the United Artists stock and franchise rights.

I have always found it difficult to give you a resume of some of my ideas and therefore I want to add the following to what I gave you in my previous letter of comparing the two propositions.

It should be borne in mind that the United Artists in the minds of the trade and the public represents the cream of the industry and any change from the United Artists would have the psychological effect of a step-down and you would lose prestige if not in the industry, at least in the mind of the public.

Should you go with the Pathe group and should anything happen to them financially the Griffith stockholders on an inquiry might try to hold you responsible for giving up the Corporation's valuable stockholding rights as well as the Corporation's valuable rights to a more favorable distribution, and if the United Artists should combine with another group on very favorable terms this criticism and possible damage claim of course would be just that much greater; also in such an event (failing of Pathe) your only other means for distribution or contractual relationship would then fall to a lower plane since the doors of the United Artists Corporation would undoubtedly be closed as there is bound to be a great resentment on their part because of our negotiations, which although they were had in absolute good faith on our part they will believe were otherwise.

The forfeiture of the United Artists stock forecloses the Corporation from any and all rights in the United Artists Corporation which you now have.

On the other hand should you sign the present proposed contract with the Art Cinema and should any dispute arise which would cause you and Schenck to disagree (which could not occur until at least after you had made your first picture), then you would be in a position to continue with the United Artists and finance the productions either yourself or through others, which procedure would in nowise affect your standing either in the minds of the trade or public. If beyond this consideration the United Artists should fail

you would in nowise be criticised by your stockholders since you could point out to them that the terms of the contract offered by United Artists were much superior to the terms of any other contract offered, as shown by my previous letter of comparisons, and that you stayed with them in order to build up that which the Corporation owned at the time it was organized and of which the stockholders had full knowledge, and upon the continuation of which they relied when purchasing the stock, which you will remember was one of the representations made at the time of the sale thereof. In this connection it is well to remember that the Griffith stockholders can only make money out of profits of your picture and that from their point of view larger possibilites lie with the United Artists due to the more favorable terms of distribution.

If you were operating as an individual and had no stockholders to contend with it would be nobody's business as to with which Corporation you decided to go. HOwever, since you are at present in control of a Corporation representing approximately some 4,000 stockholders throughout the Country, you are under a legal duty to consider them first. In fact from a legal point of view you must not consider yourself at all, but you must consider only the welfare of your stockholders, since as President and a Director you are the trustee of their investment. You must decide the matter legally and ethically consistent with the best interests of the Corporation.

Remember that on the one hand your contract is with a going concern (the United Artists) in which you have a voice as to its business policies and whose past accomplishments you know have been tremendous in the industry, whereas, on the other, you are about to embark in a new venture made up of two concerns, one of which was and

is an absolute failure and the other having lost its prestige and not very well being able to continue unless the merger takes place. You may say that the Keith-Albee group are backing this new unit but that is only a moral obligation on their part since they have themselves stated they are not under any legal obligations to invest any money in this new outfit. It is a matter of fact that they are obtaining their interest in the new outfit only because of an exhibiting contract, which after all is most favorable to themselves.

It is also well to remember the quick and generous decisions that Schenck gives on his negotiations in regards to very important matters in comparison with the long, drawn-out hagglings we have had even on small matters ~~that we have had~~ with the others.

I personally have considered the two propositions from every angle-first, from that of my selfish welfare; second, from that of your best interests, and lastly, from that of the stockholders and I still believe that no alone is it to the best interests of the stockholders of the Griffith Corporation but thatof yours, and therefore of mine as well, that you stay with the United Artists Corporation.

A.H.T.B.

V.S.
Bryant 7305
Mayflet
Va. H. 6484
K.S. & Mendenhall
R 1014

April 15, 1927.

Miss Ruth Griffith,
718 West 6th Street,
Santa Ana, Calif.

Dear Madam,

I am enclosing herewith check in the amount of $20.00 which is the first month's rent from a family by the name of Freeman, to whom Mrs. Butler rented the lower part of the La Grange house, after consulting with Mr. Grey. Inasmuch as Mr. Griffith settled Mr. Carter's bill in full, Mr. Grey instructed me to forward this check to you as you previously received the rent from this house. Mr. Grey is writing to Mrs. Butler, telling her to have all future checks made to your order and forwarded to you.

Will you kindly acknowledge receipt of the enclosed to Mr. Grey.

Very truly yours,

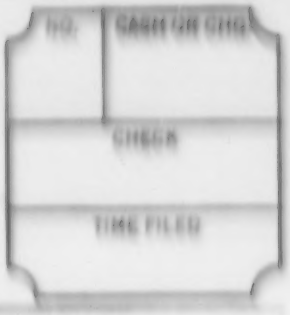
Secretary to Mr. Grey.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1601 A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION



NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 16, 1927

Mr. J. Kennedy
President, F. A. O.,
1560 Broadway,
New York, N. Y.

I wish to most heartily congratulate you on the association of Mr William LaBaron with your company stop Not alone is he a competent and brilliant executive but a most charming gentleman besides Sincerely

D. W. Griffith

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR T. UNDERHILL
RICHARD J. MASSEY
ARTHUR H. WALSH
EDWARD G. BARTLEY
BENJAMIN HOPPER
CLARK T. ATHERTON
EDWARD J. CLARKE
CHARLES H. BERRY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN - RE

April 16, 1927

Mr. Albert H. T. Banshaf
130 West 42nd Street
New York City

My dear Bert:

I had a conference with Mr. Joseph Schenck a few days ago and he thought it would be advisable to dispose of the deficit on "ROMANCE" and Associated Authors matters by having the same charged to profit and loss.

To accomplish this, it will be necessary to have each of the stockholders agree to this. Consequently, I am enclosing copy of the balance sheet of the Associated Authors and of "Romance" as of January 29, 1926 furnished me by Arthur W. Kelly.

I suggest that you take this matter up with Mr. Schenck prior to his leaving for the West.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

(Enc)

P. G. Malone
Amarillo Texas

April
Seventeenth
1 9 2 7

Mr. D.W.Griffith,
Hamaroneck N.Y.

Dear Sir:-
The attached feature from the Kansas City Star is in a measure self-explanatory.

The writer is manager of certain interests of Colonel Goodnight and I am bringing him to your attention with the thought he might be of great interest to you from a picture standpoint. We have been approached recently on this subject but my thought in the matter is that should a picture be produced it would take some one of your caliber to get the real results.

The Birth of the Southwest is almost as romantic as your Birth of a Nation, Colonel Goodnight was, so to speak, the "wet nurse" of this country. At Nine-one his mind is as keen as one of Fifty and equally as active physically.

Breifly the high spots of his career are as follows:
Established the first cattle trails of the west, known as the Goodnight trails.
Saved the State of Texas from financial ruin.
Made first treaties with Comanchie Indians
Established Pueblo reservation and is thier advisor now.
Part owner and manager of the worlds largest ranch
Associated with "Kit Carson", Joe McCoy, John Chisholm and Colonel Slaughter.
Known to cattle breeders as the Burbank of Texas.
Owns now the largest private herd of Buffalo in the United States.
At one time owner of the largest body of land in the United States, an old Spanish Grant of 60.000.000 acres
Organized what is now known as the Texas Rangers.

The Colonel is a natural romancer, is of rather a retiring nature but I have found with just a little "priming" and especially since he has been married the second time, he will talk of the old days. Would imagine he will photograph well.

His Ranch in the picturesque Pala Duro Canyon, the herd of Buffalo, the Pueblo Indians who answer his beck and call, the Texas Panhandle and part of New Mexico as his old ranch along with his graphic memory, seems to me a stage all set for the Director.

If this is interesting to you advise me and I will arrange to take it up further with you in person.

Yours truly,
P. G. Malone

P.G.M/R.M.
1604 Tyler St
Amarillo Texas

RADIO FASHION

THE KANSAS CITY ST

KANSAS CITY, SUNDAY, MARCH 27, 1927.

Colonel Goodnight,

Noted Trail Blazer;

At 91 Begins Another "Adventure"

A Visit With the Father of the Panhandle and His Recent Bride Recalls Stirring History of Cattle Droving Days.

Eighty years on the frontier or in advance of it!

In a little brown cottage in Clarendon, Tex., a bridegroom is spending a quiet honeymoon, recalling high lights in a career which covers a period from the time Texas was a republic until the present day.

During the Civil War he scouted a vast territory which had never been charted. In following years he marked more cattle trails than any other man. In New Mexico, Colorado and Texas he established ranches hundreds of miles ahead of the westward-pushing frontier.

He made treaties with the Comanche Indians, helped organize the cattlemen of the Southwest, preserved the buffalo and pioneered in improving range cattle.

Colonel Charles Goodnight, trail blazer and empire builder!

Thousands of letters have been received by Colonel and Mrs. Charles Goodnight since their marriage early in March at Clarendon, Tex. Congratulations still are coming in at the rate of twenty-five a day. Of all the wishes of good will the colonel obtains greatest satisfaction from the letters of old-time friends of the range, some of whom he hadn't heard from in forty years.

"So far as the publicity connected with my marriage is concerned," commented Colonel Goodnight dryly, "it reminds me a good deal of the story of the two colored men and the 'possum. These two darkies had cooked a 'possum and then one fell asleep. While he slept the other man ate the 'possum and, being a strategist, smeared the mouth of the sleeping negro with grease from the repast. When the second man awoke he berated the first negro for consuming the succulent dish.

"'You all helped eat that 'possum,' expostulated the other. 'Just see, it's smeared all over your face.'

"The second negro rubbed a reflective hand over his mouth, then replied:

"'Fore God, I don't feel any better for it.'"

(By a Staff Correspondent.)

CLARENDON, TEX., March 26.—At 91, the greatest trail blazer of them all has entered upon another major adventure. Col. Charles Goodnight, the Cecil plains. The former Mrs. Goodnight died about a year ago. The colonel, his nearest relatives a nephew, Mayor Henry Taylor of Clarendon, and Cleo Hubbard, a foster son, lived alone in the spacious residence on the Goodnight ranch until last fall, when he moved into a little brown cottage here in town. Then, at the colonel's request, came Miss Goodnight, young telegraph operator of Butte, who was no relation, but had begun a written acquaintance because of the similarity in names.

The colonel was gravely ill and Miss Goodnight became his nurse and as he convalesced his constant companion. As Colonel Goodnight rested his great frame in an easy chair in the cheery sunroom of his home and reminisced of the time he blazed trails through vast sections never before seen by white man Mrs. Goodnight hovered about, eager to be of service.

"Nursed Him Back to Health."

"The colonel is a wonderful man," she said later, while her dark eyes glowed. "It is a rare privilege even to know him. When I first met him he was at death's door. I have nursed him back to health.

"We talked of our marriage two months before we finally decided. I find nothing strange in the difference in our ages. I have led a strange life, anyway."

Mrs. Goodnight is attractive, with black, unbobbed hair. She is extremely popular with her neighbors. An orphan at 17, she moved to Montana several years ago with a younger brother, becoming a telegraph operator, and has recently been in the employ of the Northern Pacific at Butte. She has sent her brother through high school and state university and has traveled widely, hundreds of thousands of cattle; into the unknown sections in which he set up ranches other men came and ranched. A man dreaming of empire who builded an empire.

It is for the three great cattle trails he blazed out of Texas before the coming of the railroad and for the immense properties which he later controlled that Colonel Goodnight is best known. But interwoven into the warp of these achievements is the woof of the details—brightly colored incidents of pushing an already advanced frontier still farther into the unknown reaches of prairie and hill.

Texas Looked Large Enough.

It was at the age of 9 years that Goodnight began faring on the frontier, when he moved with his parents in 1845 from the then western state of Illinois to Milam County, in the republic of Texas. As a boy he farmed and rode. When 19 years old, with a companion named Sheek, he started with a bull team for California. After a 200-mile trip westward, they decided Texas was large enough for them, and turned back to the Brazos River, where they met Claiborne Varney, who had 450 cattle he wished to dispose of. It was a big herd for these days—600 head was the largest outfit in the whole Brazos country.

Sheek and Goodnight took the cattle under a proposal that they graze them wherever they pleased—all the grass was free—brand one calf in four each year for themselves and at the end of ten years deliver to Varney his share.

The boys drove the cattle into Palo Pinto County and established headquarters at Black Springs, on Keechi Creek.

Calves at that time had no market in Texas. So while waiting for their calves to be born and grow, the young cattlemen had to make a living. Goodnight took to freighting with ox teams. Then came the Civil War. For four years Goodnight served with the Texas Rangers, as guide and scout. He fought Mexicans, Indians, renegade cow thieves and border toughs with Capt. Jack Cureton's company. Their field of operations was from the Clear Fork of the Brazos north to the Wichita Mountains in Indian territory and from the Plains settlements west to New Mexico.

When the Civil War ended the Keechi Valley in Palo Pinto County was alive with cattle. There was no market for them, they could be purchased on credit for any price. The 10-year contract between Varney and Sheek and Goodnight being up, the partners bought the C. V. brand, estimating their holdings at 7,000 head.

Now the problem of what to do with the cattle came up. While Sheek remained with the home herd, Goodnight moved 3,000 head past the last settlement into what is now Throckmorton County, where the Comanches and Mexicans raided them and drove off 2,000.

That spring Goodnight determined to seek a western market for his cattle. In South Texas—leagues away—cattlemen were desiring a northern market, which they found a year later in Abilene, Kas. But Goodnight, now 30 years old, fearless and tireless, knew that in New Mexico and up in Colorado were Indian agencies desiring beef. Also he knew the great Comanche country lying between as no other white man, and, knowing it so well, was convinced that without an army he never would get a herd through it.

How Colonel Charles Goodnight Built an Empire.

Settled in Milam County, Republic of Texas, then the western border, in 1845, when 9 years old.

Started ranching at 19 in Palo Pinto County, 150 miles beyond Milam County.

Served during the Civil War with the border Texas Rangers as scout and guide.

In 1866, when 30 years old, blazed the Goodnight trail from Fort Belknap, Tex., to Fort Sumner, N. M. Later the trail was extended to Fort Laramie, Wyo.

In 1875 marked out the new Goodnight trail from Alamogordo, N. M., to Granada, Col.

In 1876 established the first ranch in the Texas Panhandle, in Palo Duro Canyon.

In 1878 blazed the Palo Duro-Dodge City trail.

Introduced better blood into the longhorn cattle of the range, pioneering the modern beef animal of today.

too, had courage, but not imagination. Then he ran across Oliver Loving.

A touching interlude came in the narrative here. The gray-bearded plains man, slumped in his easy chair in the warm cottage, caught sight of a picture of Loving, now in the hands of The Star's correspondent.

His Tribute to His Old Partner.

"Why, that's my old partner!" he exclaimed with delight. "That's Oliver Loving. He looked just like that." Then softer: "He was a man; the finest I ever knew."

And although it had been sixty years since Oliver Loving died from the bullets of the Comanches, Col. Goodnight's voice breathed tenderness and pride.

Loving was probably the most experienced cowman in Texas at that time. In 1859, while the Comanches were quiet, he had taken a herd through to Colorado on a direct route. Young Goodnight had helped him out of the timber country as far as Red River. Loving also had trailed cattle into Illinois and to the New Orleans markets. He asked to go with Goodnight on his trail-blazing venture.

Goodnight had prepared a huge *bois d'arc* wagon, requiring twenty oxen to pull, which he believed the first chuck wagon ever seen in the cow country. Each man gathered up his own cattle, making a combined herd of some thousand head of mixed stuff. They started in June, with eighteen adventuresome cow hands.

The first several weeks the driving was uneventful, but the mixed herd proved an awkward thing. A cow does not keep pace with a steer and a young calf hardly keeps step at all. The hands were forced to kill hundreds of newborn calves.

"I hated to kill the innocent things," said the colonel. "But there was no loss financially, as the calf was not counted in the sale of the cow. But we had so much trouble I determined never again to trail a mixed herd the Pecos route, and never did. However, I trailed many cows over other routes. When cattle got more valuable, I had special wagon beds built long enough to haul thirty or forty calves. The wagons would pick up calves as they were

The second day out, in the southern part of New Mexico, the two men were attacked by some 500 Comanche warriors. The only shelter was the Pecos, four miles away. They headed for it on a long run. Dismounting, they hid in the cane brakes. An Indian, creeping through the cane, shot Loving in the arm and side. Not wishing to die and his folks not know of his end, Loving persuaded Wilson to go for help. Wilson swam the river and, barefooted, walked three days down the Goodnight Trail, through cactus, mesquite and other plants containing thorns until he came to the Goodnight herd.

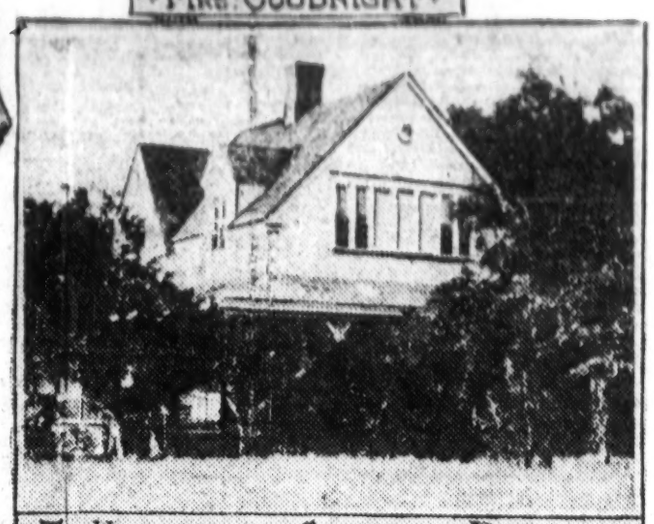
Colonel Goodnight took all available hands and set out for the scene of the fight, sixty miles away. Late the next day the party arrived, but there was no trace of Loving. Two weeks later a Texan told Goodnight the startling news Loving was at Ft. Sumner. Goodnight hastened there and learned that the day after Wilson's departure for help the Indians had left Loving's Bend, as the place is now called. Loving had dragged himself five miles to a narrow pass, where he remained five days, and was eating a glove when some Mexicans found him. He gave the Mexicans $150 to take him the 150 miles in a cart to Ft. Sumner. Although Loving was walking about, the wound in his arm was infected and nine days after Goodnight's arrival Loving died.

Goodnight went on up into Colorado and in January returned. Exhuming the coffin, he drove with it 600 miles to Weatherford, Tex., where he delivered it to Loving's family. A year later he turned over to the Loving estate $40,000, gave his partner, Sheek, $20,000, and with $20,000 as his own share went his way alone.

A new policy was now adopted by Goodnight. Instead of trailing cattle from Texas he contracted with John Chisum to receive them at the Bosque Grande—Big Woods—on the Pecos about seventy-five miles below Ft. Sumner, for $1 a head above Texas prices. Ten thousand head of cattle annually were purchased by Goodnight from Chisum for seven years.

When he began trailing north, Colonel Goodnight found Dick Wooten charging 10 cents a head for all stock which

COL. GOODNIGHT ON THE RANCH TEN YEARS AGO.



THE HOUSE ON THE GOODNIGHT RANCH, THE COLONEL'S HOME FOR FORTY YEARS.

Rhodes of the Southwest, who opened the great Panhandle country of Texas to settlement, early this month married Miss Corinne Goodnight, 26 years old, of Butte, Mont. The marriage was celebrated here on Colonel Goodnight's ninety-first birthday.

The romance between the colonel and Miss Goodnight ended a period of intolerable loneliness for a man who had spent the major part of his life as a lonely cattleman upon the unfenced

working constantly at telegraphy.

Colonel Goodnight disposed of most of his ranch holdings six years ago. As he talks of his active years one pictures a rugged, indomitable man, to whom hardship was a matter-of-fact occurrence and danger a part of the game. A man of vivid imagination, he had the courage and the will to execute schemes that other men—colleagues in the vast job of advancing civilization—considered foolhardy or impossible. On the cattle trails he led off, other men later drove

The Comanches generally kept along the water courses and the upper plains of their territory. So he evolved a plan —he would trail his cattle 200 miles southwest to the head of the Concho, cross the desert to Horsehead Crossing on the Pecos, and go up the Pecos to Ft. Sumner, N. M., with Colorado lying beyond.

But when he attempted to enlist other cowmen, they all appeared to have pressing matters closer home. They,

turned out with their mothers, to be roped in the morning and put back into the wagons, which followed along with the herd.

Trailing through Buffalo Gap and for ty miles up the Middle Concho River to its headwaters, the Loving-Goodnight herd paused long enough at the water to "put a good fill on the cattle," then was pointed straight at the setting sun for the dry drive across the ninety-six miles of alkali desert to the Pecos. Three days and three nights were required for that drive and during that time no man slept except on horseback. Three hundred cattle perished of thirst on the way.

Outwitting the Cattle.

Most of the Pecos were alkali lakes, and the cattle had to be reared past them lest they drink the water and die. "Cattle," Colonel Goodnight said, "could smell the waters of the Pecos seven or eight miles. Once they fairly scented it, all hands were needed to hold them back. Before we got within smelling distance I would pluck a few hairs from my horse and drop them in the air to see which way the breeze was blowing. Then I reared the herd to miss the scent of the alkali water."

When the herd reached the Pecos, it swam across and back without pausing to drink.

A little rest and the herd followed up the Pecos, north and west. Fort Sumner was sighted two months after leaving Palo Pinto County.

On the whole trip not an Indian had been sighted. Through 600 miles of totally uninhabitted country a new route for Texas cattle had been blazed, immediately becoming known as the Goodnight Trail, the first and greatest of the colonel's trail breaking achievements. Later it was extended through the Raton Mountains, past Pueblo and Denver and into Cheyenne and Ft. Laramie. Three hundred thousand cattle passed over it in six years, while thousands perished on the way or fell into the hands of the Comanches.

When Goodnight arrived at Ft. Sumner he found the government had 9,000 Apaches "loose herded like cattle" there. Loving and Goodnight sold their cattle 2 years old and up on the hoof for 8 cents a pound, an enormous price for the time. Loving took the stock cattle cut back by the government into Colorado and Goodnight took a part of the hands and $6,000 in gold and silver, and returned to Palo Pinto County. There he purchased extensively of his neighbors and trailed back over the route he had marked out.

It was in the spring of 1867 that Loving lost his life. The partners started with two herds, the two men going ahead with the first one. The second herd, made up of the weaker cattle, lost 1,000 head to the Comanches before it had reached the Pecos. Another band of Indians attacked Goodnight and Loving on the Clear Fork of the Brazos. Joe Loving, who was no relation to Oliver Loving, was shot in the neck, the herd stampeded and 160 head of cattle ran out. Goodnight pulled an arrow out of Loving's neck with a pair of nippers and Joe got well.

Death of Oliver Loving.

After the herd had been driven about 100 miles up the Pecos from Horsehead Crossing. Oliver Loving decided to take one man and go ahead to Ft. Sumner. One-Armed Bill Wilson, the "coolest head in the outfit," according to Colonel Goodnight's description, was selected as escort. What happened on the trip is still an epic of the cow camps.

known passage through the Raton Mountains on the route from Red River in New Mexico to Trinidad, Col. Goodnight refused to pay the toll and laid off another route through the mountains, cutting off 100 miles and blazing the way to Cheyenne and the Chugwater in Wyoming. There the Goodnight Trail ended.

In the meantime he established a ranch near Trinidad, the first in all that country, and in 1882 made his headquarters on the Arkansas River above Pueblo. A toll bridge across Rock Canyon near Pueblo he purchased outright.

Owned Immense Ranches.

The trail blazer now returned to Texas and in 1879 established headquarters in the Palo Duro Canyon, the first ranch in the Texas Panhandle, pioneer of a civilization which contains modern wheat and cotton farms as well as livestock and oil wells in abundance. This ranch, the "JA," named after John A. Adair, who had a joint interest with Colonel Goodnight, became one of the greatest ranches in the world. At one time Colonel Goodnight had 1 million acres of land and nearly 100,000 cattle under his control. It was from here he laid off the Palo Duro-Dodge City trail, 250 miles across the vast plains of the Texas Panhandle, which still belonged to the Indian and the buffalo. Colonel Goodnight took 1,000 steers over this trail the last year before the railroad came. At the head of the herd which broke this trail was Old Blue, "the belled ox," a Texas Longhorn noted in history.

Even when settled down to the more peaceful life of a rancher, Colonel Goodnight continued to pioneer.

"I believe I was the first man to begin breeding up the quality of the plains cattle," he said the other day. "I first imported purebred Durham bulls to give more size and flesh to our hardy plains types."

Colonel Goodnight also pioneered in the production of cattalo, a cross between the buffalo and domestic cattle. For this purpose he assembled a herd of buffalo, which still are to be found on the Goodnight ranch at Goodnight, near here. In this breeding work he carried on an extensive correspondence with the late Luther Burbank, the California plant wizard, and W. T. Hornaday, the New York zoologist, and himself became known as the Burbank of Texas. Colonel Goodnight also established Goodnight college, where he probably has been the means of helping more young men and women obtain an education than any other cowman of his time.

The picturesque Texan is well known in Kansas City, particularly at the stockyards, having been a periodical visitor in the last fifty years. He stopped at the old Midland hotel until it closed and afterwards at the Coates House, sometimes weeks at a time.

Colonel Goodnight sold the Goodnight ranch, where he had lived the last forty years, some six years ago. The herd of buffalo went with the ranch. Cleo Hubbard, the stepson, is the manager of the ranch. The old "JA," some twenty-five miles from the Goodnight ranch, now of 400,000 acres in extent, is still operating.

So at 91 this contemporary of Kit Carson, "Joe" McCoy, Col. C. C. Slaughter, "Shanghai" Pierce, "Ike" Pryor, John Chisholm and other noted characters of a pioneer day is resting quietly, a bridegroom who is threatened to be spoiled by his alert companion.

LUNHAM & MARTIN COMPANY
INSURANCE
60 WILLIAM STREET
TELEPHONE [illegible]

New York April 18th, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Sir:-

For several years we have had the pleasure of handling insurance on your Cadillac car, during which time several losses were settled by this office, which to the best of our knowledge terminated satisfactorily.

We assume that you are still operating the car and inasmuch as we are specialists in automobile insurance, we would again like to have the opportunity of serving you.

We trust that you will consider the matter and will give the writer an opportunity to discuss the matter with you at some time in the near future.

Thanking you, we are

Very truly yours,
LUNHAM & MARTIN COMPANY, INC.

President.

Los Angeles, California

Mr. D. W. Griffith,

April 16th, 1927.

130 W. 42nd St., New York, N. Y.

In account with
Law Offices of
LOYD WRIGHT
Attorney at Law
Suite 409-410 Guardian Building

Telephone TRinity 8291

Loyd Wright
Charles E. Millikan
Kendall P. Hubbard

To Professional Services, in re:

	Debits	Credits
Expenses advanced in Griffith, Inc. vs. B. & H. Circuit:		
1926-		
October 14 - Stenographic service in preparing complaints against stockholders	42.00	
October 15 - L. E. Lampton, County Clerk, filing Griffith, Inc. vs. B. & H. Circuit	7.00	
November 13 - C. E. Hayes, process server, services complaint	5.00	
November 30 - C. E. Hayes, "	4.00	
November 30 - C. E. Hayes, service on Vandervort	4.00	
November 30 - C. E. Hayes, service Vandervort	4.00	
December 7 - C. E. Hayes, service subpoenaes	6.50	
February 10 - Thompson & Noon, Court reporters, taking deposition Dr. Brechwedel, one of stockholders	13.80	
February 10 - Thompson & Noon, taking depositions Potter and James	27.30	
February 15 - Additional stenographic service	15.00	
February 16 - W. S. Dinsmore, Municipal Court Clerk, filing additional complaint	5.00	
February 25 - Emile Obegi, process service on Want, one of defendants	6.50	
March 12 - C. E. Hayes, service Lucy Vandervort	4.00	
	144.10	
By fee to date, rendered in Griffith vs. B. &. H. Circuit, Inc.	200.00	
	$344.10	
CREDITS:		
1926-		
August 16 - By check from D. W. Griffith		250.00
1927-		
March 9 - By check from McClung, one of the stockholders, payment of his liability		15.00
March 26 - By check from Mr. Fraser, in payment of liability		12.92
		277.92
BALANCE DUE	66.18	

Los Angeles, California,

Mr. D. W. Griffith,

April 16th, 1927.

130 W. 42nd St., New York, N. Y.

In account with
Law Offices of
LOYD WRIGHT
Attorney at Law
Suite 428-430 Guardian Building

Loyd Wright
Charles E. Millican
Randall P. Hubbard

Telephone Trinity 8291

To Professional Services, in re:	Debits	Credits
Expenses advanced:		
1926-		
June 10 - Telegram Banshaf, re San Pedro, etc. loan	1.68	
June 14 - " "	1.20	
June 20 - " "	2.64	
June 25 - " "	1.20	
Sept. 8 - " "	1.20	
Sept. 11- " "	1.71	
Sept. 11- " "	1.68	
Sept. 23- " "	1.68	
Oct. 4 - " "	3.36	
Oct. 19 - " "	2.40	
Dec. 7 - " "	1.68	
Jan. 3 - " "	1.20	
Feb. 23 - " "	1.20	
Mar. 17 - Paid C. H. Osborne, settlement street bond in Osborne vs. Griffith	283.92	
	306.75	
By fee, services rendered in Osborne vs. Griffith, and in efforts to secure loan on San Pedro and San Fernando property	250.00	
	$556.75	

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7300

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES CHAPLIN
MARY PICKFORD
GLORIA SWANSON
CHARLES CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

April 19th, 1927

Mr. Albert Grey,
c/o D. W. Griffith, Inc.,
1107 Langacre Bldg.,
New York City

Dear Mr. Grey:

Please be advised that the Combined Film Laboratory, formerly known as the Claremont Film Laboratory, has been closed. The following negatives of D. W. Griffith, Inc. have been transferred from this location to the Consolidated Film Laboratory at 203 West 146th Street:

"Broken Blossoms" 2
"Dream Street"
"America"
"Isn't Life Wonderful" 3
"One Exciting Night" — 2
"Orphans of the Storm" — 2
"Fall of Babylon"
"Hearts of the World"
"Intolerance"
"Judith of Bethulia"
"Idol Dancer"
"Mother and the Law"
"Romance"
"Salvation Hunters"
"Way Down East" — 2
"White Rose"

Greatest Question
The Love Flower
Lone Star

Neg of Negative Contents not here
Among Come

We send you this information as it may affect any insurance policy you may hold covering these negatives.

Very truly yours,
UNITED ARTISTS CORPORATION

By: [signature]

MWR G

P. S. Please advise the interested party that the negatives for "Woman's Secret" and "Paddy the Next Best Thing" have also been transferred to the Consolidated Film Laboratory.

April 19, 1927.

Mrs. Karl Butler,
La Grange, Ky.

Dear Madam,

Mr. Grey turned the check for $20.00, contained in your recent letter, over to me and inasmuch as there are no outstanding bills against the La Grange house, I forwarded this check to Miss Ruth Griffith. Will you, therefore, kindly advise the new tenants to make the check payable each month to Miss Ruth Griffith and to send same to her at 718 West 6th Street, Santa Ana, California. I am writing Miss Griffith accordingly to-day.

Mr. Grey wishes me to express his appreciation for your kindness in taking care of the renting of the house.

Mrs. Grey is abroad and will not return for several months. During her absence Mr. Grey is retaining his apartment and help, and he would be pleased to receive the ham mentioned in your letter.

Very truly yours,

Secretary to Mr. Griffith.

ART CINEMA CORPORATION

-with-

D.W. GRIFFITH

-and-

D.W. GRIFFITH, INC.

- -

FINANCE AGREEMENT

- -

Dated, New York, April 16th, 1927.

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
350 MADISON AVENUE NEW YORK

AGREEMENT made this 17th day of April, 1927, between ART CINEMA CORPORATION, a Delaware corporation, hereinafter referred to as "Cinema", party of the first part, and D.W. GRIFFITH, hereinafter referred to as "Mr. Griffith", party of the second part, and D.W. Griffith Incorporated, a Maryland corporation, hereinafter referred to as "the Griffith Corporation", party of the third part;

W I T N E S S E T H:

WHEREAS, Cinema is desirous of engaging the services of Mr. Griffith for the period and upon the terms and conditions hereinafter set forth; and

WHEREAS, Mr. Griffith is now exclusively employed by the Griffith Corporation for a term of years expiring June 30th,1930; and

WHEREAS, Mr. Griffith is desirous of rendering the said services and the Griffith Corporation is willing to consent thereto upon the said terms and conditions;

NOW,THEREFORE, In consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties have agreed and do hereby agree as follows:

FIRST:- Mr. Griffith and the Griffith Corporation hereby represent and warrant as follows:

(a) That they have heretofore entered into a valid agreement, now in full force and effect, whereunder and whereby Mr. Griffith has been employed by the Griffith Corporation to render services as a Producer and Director of motion pictures for a period of ten (10) years commencing July 1st, 1920, and terminating June 30th, 1930.

(b) That said agreement is now in full force and effect and has been fully and duly complied with by Mr. Griffith and, so far as this agreement is concerned, by the Griffith Corporation, in each and every respect.

(c) That they and each of them have the full power, right and authority to enter into the agreement herein and hereinafter set forth and that they or either of them have not heretofore entered into any agreements with any person, firm, or corporation whatsoever, which in any way could or may conflict with, diminish, impair or in any way interfere with the rights granted or purported to be granted to Cinema by virtue of this agreement.

SECOND: The Griffith Corporation hereby consents to the execution of this agreement by Mr. Griffith and Mr. Griffith hereby consents to the execution of this agreement by the Griffith Corporation; and to the extent that it may be necessary or helpful, in order that the terms and spirit of this agreement may be carried out fully, the Griffith Corporation and Mr. Griffith (insofar as this agreement is concerned but not otherwise), hereby release each other from any and all obligations and agreements that may exist between them as a result of the aforesaid agreement between them or otherwise, the intention of this provision being to assure Cinema of the full and unencumbered benefits of this agreement. The Griffith Corporation hereby obligates itself to furnish the hereinafter provided services of Mr. Griffith to Cinema, subject to the fulfillment by Cinema of its obligations hereunder and the Griffith Corporation hereby guarantees that Mr. Griffith will carry out and perform each and every covenant and agreement on his part to be performed by virtue of these presents.

THIRD: It is agreed that any and all instructions, approvals and/or directions to be given to Mr. Griffith by Cinema, pursuant to the terms of this agreement herein provided, shall be given on behalf of Cinema by Mr. Joseph M. Schenck, now the president and at the head of the affairs and management of Cinema, while he is in the City of Los Angeles, California, but in the event that the said Mr. Schenck shall be out of the City of Los Angeles, or while in said City should Mr. Schenck, due to illness or incapacity, or for any other reason be unable or unavailable to give such approvals, directions and instructions, any and all such approvals, directions and instructions shall be given on behalf of Cinema to Mr. Griffith as follows:

> Mr. Joseph M. Schenck and Mr. Griffith shall from time to time, in writing, agree upon a person or persons who may give such approvals, directions and instructions on behalf of Cinema during Mr. Schenck's absence from the City of Los Angeles, State of California, or during Mr. Schenck's illness or incapacity while in Los Angeles, or should Mr. Schenck for any other reason be unable or unavailable personally to give such approvals, directions and instructions; and in the event that Mr. Schenck and Mr. Griffith shall fail so to agree upon and designate such person or persons, then and in that event the parties hereby agree that all such approvals, directions and instructions shall be given on behalf of Cinema by Mr. Edwin J. Loeb, or any member of his then law firm. It is further understood and agreed that any approvals, directions and instructions given by the said Mr. Schenck while he is out of the City of Los Angeles, shall nevertheless at all times be deemed the approvals, directions and instructions of Cinema. Mr. Griffith specifically agrees to carry out, perform and to abide by any and all such approvals, directions and instructions given him pursuant to this agreement, when so given either by Mr. Schenck, while in or out of the City of Los

Angeles, or by the person or persons mutually agreed upon, as above provided, or in the absence of such mutual agreement, by the aforesaid Edwin J. Loeb, or any member of his law firm. All reports and/or information required to be given by Mr. Griffith to Cinema pursuant to this agreement shall be so given by the said Mr. Griffith in accordance with the plan above outlined relative to approvals, directions and instructions to Mr. Schenck or if he is absent or otherwise unavailable to the person or persons mutually agreed upon by Mr. Schenck and Mr. Griffith as aforesaid, or in the absence of such agreement to Mr. Edwin J. Loeb, or any member of his law firm.

Anything herein to the contrary notwithstanding, in the event of the death or permanent incapacity of the said Mr. Joseph M. Schenck, or should he for any reason whatsoever discontinue his active connection with Cinema as its managing or supervisory head, it is agreed that within fourteen (14) days thereafter, Mr. Griffith may terminate all further services to be rendered by him hereunder after the completion of the motion picture then in process of production, all provided that within said period of fourteen (14) days Mr. Griffith shall serve a written notice upon Cinema expressing his election so to terminate this agreement. In the event of the service of such notice under the conditions herein provided, after the completion of the motion picture then in process of production, the parties hereto shall thereafter be under no further obligations to each other hereunder and this agreement shall be of no further force and effect, except as to motion pictures theretofore produced pursuant to

this agreement inclusive of the above referred to picture then being produced. Should Mr. Griffith fail so to exercise the aforesaid right of termination it is agreed that thereafter all approvals, directions and instructions may be given by Cinema to Mr. Griffith by any person or persons from time to time designated or appointed by Cinema.

FOURTH: - EMPLOYMENT -

(a) Cinema engages and employs Mr. Griffith to render his exclusive services in directing a series of five (5) consecutive motion picture photoplays (except insofar as such number may be diminished as provided in Article Fourteenth hereof) to be produced by Cinema and to render such exclusive services in connection therewith as in this agreement provided for, in the manner and subject to the terms and conditions hereinafter set forth, and Mr. Griffith hereby accepts such engagement and employment, intending thereby that during the period of this agreement Mr. Griffith shall, to the extent permitted and required by Cinema, take charge of the production of each of said photoplays and that Mr. Griffith will render such services in and about Cinema's business of producing high-class motion picture photoplays as are usually and customarily performed by a director in the motion picture industry, which services shall include the selection of suitable stories, literary compositions or other works upon which such photoplays shall be based, the selection of the cast, the employment of such persons as may be necessary in and about the production of each such photoplay, the preparation or supervision of manuscripts, scenarios and/or continuities, for each said photoplay, the supervision and/or direction of filming, photographing, titling, editing and cutting of each of said photoplays, and the negatives and positive prints thereof, and the rendering of any and all such other services in connection with each of said photoplays as may be necessary in order that same may be produced and completed as the term "completion" is hereinafter defined, and in connection with said services Mr. Griffith shall keep Cinema fully informed as to his plans and progress in or relative to the production of each such photoplay. All and each of the services to be performed by Mr. Griffith as herein set forth shall be subject to the approval, direction and instruction of Cinema.

Cinema and Mr. Griffith agree that it is customary in the production of high-class motion picture photoplays such as are contemplated by this agreement, for the director to make contributions and frequently very substantial contributions to the story, literary composition or other work upon which such photoplay is based, and to the manuscript and scenario thereof, and to the titles used in connection with the exhibition of such photoplay, and that such contributions by Mr. Griffith shall be considered as having been paid for by the compensation provided herein to be paid by Cinema to Mr. Griffith; and that Cinema shall have the right to advertise the name of Mr. Griffith and pictures or other reproductions of his physical likeness in connection with the advertising and exploiting of the motion picture photoplays directed by him pursuant to this agreement; all of the aforesaid being included in the compensation provided to be paid to Mr. Griffith by Cinema as set forth in this agreement.

The services referred to or described in this sub-division (a) shall, for purposes of this agreement, be referred to as "services as director" and/or "Director's services".

Anything herein to the contrary notwithstanding, it is agreed that the selection of the stories, literary compositions or other works upon which such photoplays or any of them shall be based, shall be made by mutual consent of Cinema and Mr.Griffith,but each of said parties agrees to co-operate without unreasonable delay and in all reasonable respects in making such selection in order that same may be made as quickly and expeditiously as shall be practicable, it being intended that each of the parties will use the utmost good faith in endeavoring to agree upon such selection as will be most consistent with the policies and requirements of Cinema on the one hand, and the talents of Mr. Griffith on the other hand.

(b) In addition to the services provided in sub-division (a), Cinema further hereby engages and employs Mr. Griffith to supervise and assist in the production of such other motion pictures and to render such services in connection therewith as Cinema may require and/or designate; it being intended that Mr. Griffith's duties so in supervising or assisting in the production of such picture other than the aforesaid series of five (5) consecutive motion pictures, shall at all times be such and of such character as Cinema shall designate, said services to include, but not to be restricted to, the type of services described in subdivision (a) hereof, as "director's services", and Mr. Griffith agrees to carry out and fulfill all instructions given him by Cinema during the period of this agreement, as herein provided.

The services referred to or described in this sub-division (b) shall for purposes of this agreement be referred to as "other services" and the other motion pictures (other than the aforesaid series of five (5) consecutive motion pictures) referred to in this sub-division (b), shall at Cinema's option include such other motion pictures produced and/or financed by Cinema or Mr. Joseph M. Schenck or by any producing company owned or controlled by the said Cinema and/or Mr. Schenck or in which they or either of them are financially interested.

The parties intend that the services to be rendered pursuant to this sub-division (b) shall, however, not interfere with the services to be rendered pursuant to sub-division (a) hereof during the actual production of the motion pictures referred to in sub-division (a).

(c) Mr. Griffith hereby accepts the engagement and employment referred to in subdivisions (a) and (b) hereof, and agrees that all duties, obligations and agreements assumed and entered into by Mr. Griffith by virtue of this agreement, shall be fully and faithfully performed and kept by him as in this agreement provided, the obligations of Cinema hereunder being expressly subject to such full and faithful performance by Mr. Griffith.

(d) PERIOD OR TERM OF AGREEMENT:-

The period of this agreement shall commence upon the date of the execution of this agreement and shall continue until the completion of the five (5) motion pictures hereinabove referred to, and wherever the term "period" is used in this agreement it shall be construed to have such definition.

(e) Mr. Griffith shall report to Cinema at its office in the United Artists Studios, 7200 Santa Monica Boulevard, Los Angeles, California, or such other place as Cinema shall hereafter direct in writing, as and when so directed by Cinema to report, and Mr. Griffith agrees to render services hereunder wherever required by Cinema, either in the State of California or elsewhere.

In the event, however, that Mr. Griffith's services shall be required outside of a radius of fifteen (15) miles from the City of Los Angeles, California, Cinema agrees to furnish Mr. Griffith with first class transportation which shall include drawing room and pullman accommodations, if reasonably obtainable, to such location or locations and from such location to the City of Los Angeles, California, reasonable traveling expenses and reasonable hotel expenses at such location or locations.

Cinema shall provide Mr. Griffith with suitable office space and first class dressing room accommodations at the aforesaid United Artists Studios or at any other principal studio where Cinema may produce the pictures contemplated by these presents and referred to in subdivision (a) of this Article Fourth. The cost of so providing Mr. Griffith with such dressing room and office facilities may be charged by Cinema against cost of production of the pictures produced by Cinema and referred to in subdivision (a) of this Article Fourth, that is to say, all charges so incurred or expended by Cinema prior to the completion of any such motion picture commencing as to the first motion picture with the date hereof and with respect to succeeding motion pictures with the date of completion of the prior picture, shall be charged to the cost of production of such last produced picture up to the date of completion of the production of said picture.

(f). Mr. Griffith agrees that throughout the period hereof he will render the services herein provided solely and exclusively for and as requested by Cinema in and about the business of the production of the motion pictures contemplated by these presents and referred to in subdivisions "a" and "b" of this Article Fourth, and Mr. Griffith further agrees that he will be present and ready for work at such time or times each day as and when instructed by Cinema, and at such place or places as Cinema may instruct, and further Mr. Griffith agrees promptly and faithfully to comply with all reasonable directions, requests, rules and regulations made by or on behalf of Cinema in connection with the production of motion pictures as aforesaid. Mr. Griffith agrees to use his best efforts, skill and ability in performing the services herein contemplated and agrees to render such services conscientiously and in accordance with the orders, directions and instructions of Cinema, at any and all times, and that he will perform and render such services wherever required or instructed by Cinema. In the event that the services of Mr. Griffith shall be required at a time or times other than the usual working hours, Mr. Griffith agrees to render his services at all such times, but due allowance shall be made on the following day so as to give Mr. Griffith a reasonable time within which to rest.

(g). Mr. Griffith agrees to render the aforesaid services to and on behalf of Cinema and to devote his entire time, skill, attention and energy in connection therewith, solely and exclusively, and that he will not, during the period of this agreement (except as otherwise provided in Article Fourteenth), render services of any character or description whatsoever as Producer, Director or otherwise, or perform any work gratuitously or otherwise in public or in private, for or in, or in connection with, any motion picture production or productions, art or business other than the services contemplated to be rendered by him for or on behalf of Cinema as contemplated by these presents, nor for any person, firm, or corporation other than Cinema, nor shall Mr. Griffith engage in any other occupation, on the stage or otherwise, without the written consent of Cinema first had and obtained. Mr. Griffith agrees that he will neither consent to nor permit any person, firm or corporation other than Cinema to advertise, announce

or make known, directly or indirectly, by paid advertisement, press notices or otherwise, that he has contracted to do or perform or has performed any act or service for such person, firm or corporation other than Cinema, contrary to or in conflict with the terms of this agreement, without the written consent of Cinema first had and obtained, nor shall Mr. Griffith permit his name to be used in connection with any motion picture or motion pictures or any other commercial enterprise other than the motion pictures contemplated by these presents, all except, however, that pictures heretofore produced or directed by Mr. Griffith may be advertised and exploited, and his name used in connection therewith according to contracts and agreements in writing heretofore entered into and executed, and excepting further that Mr. Griffith may retain whatever office or offices he now holds in the Griffith Corporation, provided, however, that Mr. Griffith shall have no connection whatsoever with the production or direction of any motion pictures produced by the Griffith Corporation, and provided that Mr. Griffith shall not devote any time to the affairs of said corporation which in any way will or my interfere with or conflict with the services to be rendered by Mr. Griffith hereunder, and provided further that Mr. Griffith's name shall not be announced, made known, or advertised, directly or indirectly, in connection with pictures, if any, produced by said Griffith Corporation and/or the affairs of said corporation.

(h). It is understood and agreed by and between the parties hereto that the services to be rendered by Mr. Griffith under the terms hereof and the rights and privileges herein granted to Cinema by Mr. Griffith are of a special unique, extraordinary and intellectual character which give them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by Mr. Griffith of any of the provisions contained in this agreement will cause Cinema irreparable injury and damage. Mr. Griffith hereby expressly agrees and consents that Cinema shall be entitled to injunctive and other equitable relief to prevent a breach of this agreement by Mr. Griffith. The provisions of this subdivision (h), however, shall not be construed as a waiver of any other rights that Cinema may have in the premises for damages or otherwise.

(i) Mr. Griffith understands and concedes that his continuous and uninterrupted services are vitally necessary to the fulfillment of this contract, that it is of great importance that the motion pictures contemplated by these presents shall be completed as expeditiously as will be consistent with careful and high-class production and without undue and avoidable delay, and that Cinema will suffer great and serious damage and detriment in the event that Mr. Griffith shall for any reason fail to render such continuous and uninterrupted services in connection with the production of the pictures referred to herein. Mr. Griffith further agrees that should he become ill or incapacitated during the course of production by Cinema of any of the photoplays referred to in subdivision (a) of this Article FOURTH, or should he become ill or incapacitated during the performance of services referred to in Subdivision (b) of this Article FOURTH, and should such illness or incapacity continue for a period of ten (10) days or longer, Cinema shall have the right at any time after said period of ten (10) days, but before Mr. Griffith, having recovered, undertakes or offers to undertake the continuance of his services, to suspend the services of Mr. Griffith during such illness or incapacity, and/or to engage such other director as it deems advisable or desirable for the completion of such photoplay or for the completion of such "other services," and to continue the services of such other director until such photoplay or such "other services" shall be completed, and in such event Mr. Griffith shall not be entitled to receive any compensation whatsoever during the period of such illness or incapacity or while he is so replaced by such other director. In the event, however, that Mr. Griffith shall recover from such illness or incapacity and be ready and willing and actually offer to continue rendering services hereunder prior to the completion of such photoplay or such "other services," Cinema reserves the right at its election, either to complete such photoplay with Mr. Griffith or with the other director who may theretofore have been engaged by Cinema to complete such picture, and Cinema further reserves the right, at its election, to complete the so-termed "other services" with respect to the picture then in process of production with Mr. Griffith or with the other director who may theretofore have been engaged by Cinema to complete such "other services" in connection with such picture, it being intended that Cinema may so renew either the "director's services" or the so-termed "other services" or both, as it sees fit, upon such recovery, readiness and willingness of Mr. Griffith to continue rendering services hereunder. Should such "director's services" so be continued Mr. Griffith's compensation therefor shall be on the basis hereinafter more specifically provided with respect to such services, and should such "other services" so be continued Mr. Griffith's compensation therefor shall be on the basis hereinafter more specifically provided with respect to such services; that is to say, if at the time of such illness or incapacity Mr. Griffith shall be receiving compensation in the amounts hereinafter specified for both classes of service rendered pursuant to subdivisions (a) and

(b), respectively, of this Article Fourth, the suspension of compensation above referred to shall be co-extensive in amount with the compensation payable to Mr. Griffith for such services as hereinafter provided. In the event of such suspension of compensation, due to illness or incapacity occurring during production of any photoplay produced by Cinema, referred to in sub-division (a) of this Article Fourth, as aforesaid, Mr. Griffith shall receive as his share of the profits of such photoplay as hereinafter provided, such proportion of Mr. Griffith's said share as the period during which Mr. Griffith has worked in the production of said photoplay, not exceeding, however, the period of twenty (20) weeks, bears to the total number of weeks consumed in the production thereof from the date of commencement of production until the date of completion. For purposes of this subdivision (i) the production of a photoplay shall be deemed to have commenced when the weekly compensation hereinafter provided in respect of "director's services" shall commence to be paid to the director with respect to such photoplay.

In the event that such illness or incapacity of Mr. Griffith shall continue for a period exceeding twenty (20) days, Cinema, at its option, may cancel and terminate this agreement and the employment of Mr. Griffith hereunder, upon or after the expiration of such twenty (20) day period, but prior to the recovery of Mr. Griffith and his notification to Cinema thereof and of his readiness and willingness to continue rendering services hereunder. Should Cinema, however, fail to exercise its option so to cancel and terminate the employment of Mr. Griffith, Mr. Griffith, upon his recovery, shall not render services of any character or description whatsoever contrary to the terms hereof, until the cancellation or termination of this agreement, and Mr. Griffith agrees that upon his recovery he will notify Cinema in writing that he has recovered and is ready, able and willing to proceed to render services hereunder, the parties agreeing that in such case this agreement shall be deemed to have been cancelled and terminated as of the date of the service of such notice upon Cinema unless within fourteen (14) days after such service Cinema shall have served Mr. Griffith with a written notice stating that it elects to continue this agreement and in such case this agreement shall continue in full force and effect from the date of such latter service of said notice upon Mr. Griffith. Should Cinema serve such notice of continuance upon Mr. Griffith and should this agreement thereby come into full force and effect, as aforesaid, it is agreed that the number of pictures remaining to be produced and directed hereunder and referred to in subdivision (a) of this Article Fourth, shall be five (5) pictures, less the number theretofore completed, including, however, for purposes of this subdivision (I) the picture during which such illness or incapacity occurred. It is in-

tended that should Cinema serve such notice of continuance upon Mr. Griffith prior to the completion of the photoplay during which such illness or incapacity occurred, or should such notice be served by Cinema prior to the completion of the so-termed "other services" for which another director has been engaged by Cinema in connection with a picture then being, or about, or soon to be produced, the option to Cinema hereinabove in this subdivision (i) provided, to engage some other director selected by it to complete the services in connection with the picture being or about, or soon to be produced at the time of Mr. Griffith's illness or incapacity shall nevertheless remain in full force and effect so that the compensation payable to Mr. Griffith as in this agreement provided, shall commence after the completion of the services of such other director or directors.

The term "period exceeding twenty (20) days" wherever used in the next preceding paragraph of this subdivision (i) shall, for purposes of this agreement, mean and be construed to mean a continuous period exceeding twenty (20) days and/or an aggregate of periods exceeding twenty (20) days during the production of any one motion picture in connection with which Mr. Griffith is rendering services pursuant to either subdivision (a) or subdivision (b) or this Article Fourth.

In the event of such illness or incapacity of Mr. Griffith during the production of any picture produced by Cinema and referred to in subdivision (a) of this Article Fourth, Cinema reserves the right, either to give credit to Mr. Griffith, as in Article Tenth, hereof, provided, or not, at Cinema's election, and Mr. Griffith expressly consents thereto, all provided, however, that Mr. Griffith shall have received or been entitled to receive the weekly compensation of Four thousand ($4,000) Dollars per week as hereinafter provided, for twelve (12) weeks or more in connection with such motion picture.

(j) The parties agree that in the event of the production or completion of any of the motion pictures in connection with which Mr. Griffith has agreed to render services as in this agreement provided, or in the event that the services of Mr. Griffith, as in this agreement provided, relative to motion pictures referred to in subdivision (a) and/or (b) of this Article Fourth shall be prevented or suspended without fault of either of them, by reason of fire, casualty, strike, unavoidable accident, act of God, or public enemy, or any other cause beyond the control of the parties hereto, or by the enactment of any municipal, state or federal ordinance or law, or by the issuance of any executive or judicial order, whether municipal, state or federal or by any other legally constituted authority, or by any unavoidable or unforeseen occurrence affecting Cinema and Mr. Griffith, then and in that event the

obligations of the parties hereto under this agreement shall be suspended during the period of such prevention or suspension, but immediately upon the removal of the cause of such prevention or suspension, this agreement shall automatically come into full force and effect and the obligations of each of the parties hereto shall forthwith recommence as in this agreement set forth.

FIFTH - COST OF PRODUCTION:-

It is intended that the "cost of production" of each photoplay, as herein defined, produced by Cinema hereunder and referred to in subdivision (a) of Article Fourth hereof, shall not exceed the sum of Four hundred thousand ($400,000.) dollars, inclusive of the weekly salary of Mr. Griffith hereinafter provided and chargeable against cost of production as hereinafter provided (but not including Mr. Griffith's participation in profits hereinafter referred to), unless Cinema and Mr. Griffith agree in advance upon a larger cost of production as is more particularly provided in the last full paragraph of subdivision (c) of Article Sixth hereof. Nothing herein contained, however, shall be construed as an agreement or obligation on the part of Cinema that said cost of production shall not exceed said sum of Four hundred thousand ($400,000) dollars. But should said cost of production of any photoplay produced by Cinema, and referred to in subdivision (a) of Article Fourth hereof, exceed said sum of Four hundred thousand ($400,000) Dollars, or the aforesaid mutually agreed upon larger cost of production, by an amount in excess of Seventy-five thousand ($75,000) dollars, and if such photoplay shall have been produced substantially under the charge

of Mr. Griffith, Cinema not having exercised its right to take charge of such production, as above provided, then and in such event Cinema shall have the right at its option to terminate and cancel this agreement forthwith, such cancellation and termination to be effected by Cinema serving upon Mr. Griffith, personally or by registered mail, a notice that it has elected to terminate or cancel said agreement.

SIXTH: COMPENSATION: -

(a) Mr. Griffith shall receive a salary at the rate of One Thousand ($1,000.00) Dollars per week as full compensation for the so-termed "other services" to be rendered by him during the period of this agreement, which "other services" are more particularly referred to in subdivision (b) of Article Fourth hereof, commencing, however, on the date on which Mr. Griffith shall report for work pursuant to Article Fourth, subdivision (e), and payable thereafter weekly on Saturday of each week, except, however:

(1) In the event that Mr. Griffith shall exercise his option, pursuant to Article Fourteenth hereof, to produce and finance any one of the five pictures referred to in subdivision (a) of Article Fourth hereof, Mr. Griffith shall not be entitled to receive and Cinema shall not be obligated to pay the aforesaid compensation at the rate of One Thousand ($1,000.00) Dollars per week for the term commencing with the completion of the last motion picture produced by Cinema hereunder and until the commencement of production of the next motion picture produced by Cinema hereunder, (which period wherever used in this agreement shall be referred to as "intermediate period"), unless at the time of the commencement of such "intermediate period", Cinema shall require Mr. Griffith to continue rendering such "other services" in connection with any certain motion picture until such "other services" in connection with such picture shall have been completed, Mr. Griffith to receive compensation for such "other services" during said "intermediate period" until such "other services" shall have been completed at the rate of One Thousand ($1,000.00) Dollars per week.

(b) The term "commencement of production" wherever used in this agreement in connection with any

photoplay produced by Cinema and referred to in sub-division (a) of Article Fourth herein, shall mean and be construed to mean the first and earliest date, after the story or other work upon which such photoplay is based has been finally selected, on which the regular and continuous work of producing such photoplay shall commence.

(c) Mr. Griffith shall receive a salary at the rate of Four thousand ($4,000.00) Dollars per week, payable on Saturday at the end of each week, as full compensation for the "director's services" referred to in subdivision (a) of Article Fourth hereof, in connection with each picture produced and financed by Cinema as contemplated by these presents, such compensation to be payable to Mr. Griffith in connection with each such motion picture beginning with the commencement of production as defined in sub-division (b) of this Article Sixth until the completion (as hereinafter in sub-division (d) of this Article Sixth defined) of production of such motion picture, except that in no event shall Mr. Griffith be entitled to receive nor shall Cinema be obligated to pay such weekly compensation to Mr. Griffith in connection with any one picture for a period exceeding twenty (20) weeks, and except further that if upon such completion of such photoplay Mr. Griffith shall not have received such compensation for twenty (20) full weeks, that is, an aggregate compensation for such picture of Eighty Thousand ($80,000.00) Dollars, there shall be paid to Mr. Griffith in cash within five (5) days after such completion of such photoplay, a sum equal to the difference of such aggregate weekly payments at the rate of Four thousand ($4,000.00) Dollars per week as aforesaid and such sum of Eighty Thousand ($80,000.00) Dollars, and except further that with respect to the first of the aforesaid series of five (5) photoplays to be produced by Cinema hereunder and referred to in sub-division (a) of Article Fourth hereof, Mr. Griffith shall receive such weekly salary at the rate of Four Thousand ($4,000.00) per week commencing with the date of the execution of this agreement.

It is the intention and understanding of the parties that Mr. Griffith will receive no weekly compensation whatever for so-termed "directors services" for the respective periods between the completion of one motion picture produced by Cinema hereunder and referred to in sub-division (a) of Article Fourth hereof and the commencement of production of the next succeeding motion picture produced by Cinema hereunder; and the parties further understand and agree that after Mr. Griffith shall have received said weekly compensation as aforesaid

for a period of twenty (20) weeks in connection with any motion picture produced by Cinema hereunder and referred to in sub-division (a) of Article Fourth hereof, and should such motion picture not be completed, as the term "completion" is hereinafter defined, during such period of twenty (20) weeks, Mr. Griffith shall continue to render the above defined "director's services" until the completion of such motion picture, Mr. Griffith to receive no further weekly compensation after the termination of such twenty (20) week period and until completion of such motion picture.

Anything herein to the contrary notwithstanding, it is agreed that in the event that the parties hereto shall select a story, literary composition or other work and should Cinema proceed to produce a motion picture based thereon pursuant to this agreement, and should the parties at the time of such selection stipulate in writing that in their judgment the production of such motion picture is expected to be a special production likely to cost more than the amount contemplated by these presents and referred to in Article Firth hereof, or words to that effect, then and in that event the twenty (20) week limitation provided in the paragraph preceding shall automatically become extended to a maximum period relative to such motion picture to be agreed upon and set forth in such stipulation, and if the number of weeks so specified in such stipulation shall be thirty-five (35) weeks or more, the motion picture so produced shall take the place of two (2) motion pictures, so far as the number of pictures referred to in subdivision (a) of Article Fourth hereof, are concerned, and to this extent such number of pictures shall be correspondingly reduced, but such reduction shall in no wise change or modify the requirements hereinafter in Article Thirteenth referred to whereunder Mr. Griffith is required to deliver five (5) pictures to the United Artists Corporation in order to entitle him to the possession and re-delivery of the common stock held in escrow and referred to in said Article Thirteenth.

(d) As further compensation (hereinafter referred to as "additional compensation") for the "director's services", as above defined, to be performed by Mr. Griffith hereunder, Mr. Griffith shall receive from the proceeds of each photoplay contemplated by these presents and referred to in subdivision (a) of Article FOURTH and produced by Cinema pursuant to this agreement, the following additional compensation to be arrived at in the following manner, all except, however, as otherwise provided in Article FOURTH, subdivision (i):

(aa) Out of the first proceeds derived by Cinema from the distribution, marketing or other exploitation of said photoplay, Cinema shall first retain for itself so much of said proceeds as will reimburse Cinema for the cost of production of said photoplay as "cost of production" is hereinafter defined, with interest thereon at the rate of 6% per annum from the respective dates on which such monies constituting the cost of production have been advanced or expended by Cinema until the respective dates of repayment thereof to Cinema;

(bb) Out of the next proceeds so derived by Cinema, Cinema shall then pay to Mr. Griffith twenty-five (25%) per centum of such proceeds and shall retain for itself the remaining seventy-five (75%) per centum thereof until the portion so retained by Cinema shall equal fifty (50%) per centum of the cost of production as hereinafter defined, plus interest on such cost of production from the respective dates of advance to the respective repayment dates.

(cc) Out of the next proceeds so derived by Cinema, Cinema shall then pay to Mr. Griffith fifty (50%) per centum ~~thereof~~ of such proceeds and shall retain for itself the remaining fifty (50%) per centum thereof.

Anything herein to the contrary notwithstanding, it is agreed:

1st. That Mr. Griffith shall receive such "additional compensation", as in subdivisions (bb) and (cc) hereinabove provided, for a period of fifteen (15) years from the first American general release date of such respective pictures, but that thereafter all rights of any and every character in and to such respective pictures and

the full proceeds thereof shall vest in and belong absolutely, solely and fully to Cinema; and

And, In the event that after the completion of any such motion picture it shall become necessary to advance or expend monies in connection with the distribution, exhibition or exploitation of such photoplay, for print replacement, additional prints, reissues of picture, retitling, advertising and exploitation charges, publicity, damages, judgments, legal expenses and disbursements, contributions made and/or dues paid to the Motion Picture Producers and Distributors of America, Inc., or any similar or other organization to which payments are then being made by other producers whose pictures are then being distributed by United Artists Corporation, or for any other purposes whatsoever, all such monies, whether advanced or expended in the first instance by Cinema, or advanced or expended by the distributor of said respective pictures, under any distribution agreement between Cinema and such distributor, shall be recouped by Cinema (or by arrangement with Cinema by said distributor) with interest at the rate of six per centum (6%) per annum from the date of the respective advances or expenditures to the respective repayment dates, out of the next proceeds derived by, payable to or received by Cinema from said picture after the date or dates of such advances or expenditures and before any further proceeds shall be subject to distribution between the parties hereto, as hereinabove provided; that is to say that any monies so advanced or expended by Cinema after the completion of any such photoplay and not theretofore included as part of the cost of production and/or any monies so advanced or expended by the distributor of any such picture for and on behalf of Cinema and pursuant to any agreement between it and Cinema, shall be recouped by Cinema (or by the distributor, if the existing arrangement between Cinema and such distributor permits thereof), with interest as aforesaid out of the first monies thereafter available for such recoupment derived by, payable to or received by Cinema as its share of the gross monies derived from the distribution, exhibition, or other exploitation of such photoplay, and until such recoupment by Cinema (or by the distributor, as the case may be), Mr. Griffith shall receive no part of any further proceeds derived from said picture, but after such recoupment it is understood that Mr. Griffith shall partici-

pate in all monies thereafter derived by Cinema according to the provisions hereinabove in subdivisions (bb) and (cc) provided.

3rd. It is understood that during production and after the completion of each such photoplay Cinema will incurr or expend certain overhead charges and expenses in connection with such photoplay, including compensation payable to Mr. Joseph M. Schenck and other persons whose services are engaged by the Art Cinema Corporation, and including the matter of checking, bookings, contracts, releases, payments by distributors and other details relative to the distribution and exhibition of said photoplay, and that Cinema maintains and will maintain the necessary facilities including an office staff, offices and other facilities. It is agreed that Cinema shall receive in recoupment of such overhead charges, the agreed sum at the rate of $600 per week commencing with the "commencement of production" of each such photoplay for a period of one (1) year, and thereafter a sum at the rate of $75.00 per week for the next ensuing year, so that in connection with each picture produced by Cinema hereunder and referred to in subdivision (a) of Article Fourth hereof, Cinema shall have the right to recoup the agreed overhead charges of $600.00 per week for one year after "commencement"of production" of such photoplay, and $75.00 per week during the second year after such "commencement of production", Cinema thereafter to receive no further monies on account of such overhead, said monies to be payable and paid to Cinema weekly at the end of each week, or as soon thereafter as possible, out of the first monies available for such purposes after such charges have become due to Cinema weekly as aforesaid, and Cinema is hereby authorized to retain all such monies in full until it has recouped such charges in full with interest at the rate of six per centum (6%) per annum from the respective weekly accrual dates to the respective dates of such recoupment, including any and all past due charges with interest not theretofore so recouped, before any such next available monies shall be subject to any other application and/or distribution under this agreement. That is to say, the parties understand that there will become due to Cinema weekly the sums above mentioned in this subdivision "3rd." to cover such overhead charges. After such monies shall have so become due to Cinema, the next gross proceeds payable and paid to Cinema by the distributor shall be retained by Cinema in full until it has recouped all such charges past accrued with interest. Thereafter such gross proceeds shall become and be subject to the provisions of subdivisions (aa), (bb), and (cc)

hereinabove in this Article Sixth provided.

4th. The parties hereto understand the following facts to exist: Mr. Griffith is now under contract with the Griffith Corporation to render exclusive services to said corporation for a period of ten (10) years commencing July 1, 1930, and ending June 30, 1940, at a compensation of Four thousand ($4,000) dollars per week. The Griffith Corporation has consented to enter into this agreement and to permit Mr. Griffith to enter into this agreement on the understanding and agreement between itself and Mr. Griffith that in lieu of the compensation provided in the existing agreement between them, Mr. Griffith would hereafter and during the period of this agreement receive Eighty thousand ($80,000) dollars for each picture produced by Cinema hereunder and referred to in subdivision (a) of Article Fourth hereof, payable at the rate of $4,000 per week in the manner hereinabove provided relative to "director's services". For purposes of convenience allcompensation, of whatsoever character, payable by Cinema hereunder either for "director's services", "other services" and/or as "additional compensation" has been and is in this agreement/as being payable to Mr. Griffith. This provision relative to such payment shall be construed to mean, so far as this agreement is concerned, that in view of the existing agreement between the Griffith Corporation and Mr. Griffith all such compensation shall be payable, except as otherwise hereinafter specifically provided, to the Griffith Corporation, but that out of such compensation the Griffith Corporation shall pay to Mr. Griffith for his services and as his share of said compensation, the sum of Eighty thousand ($80,000) dollars per picture, payable at the rate of Four thousand ($4,000) per week, as is hereinabove in this subdivision 4th more specifically referred to, it being intended that said compensation payable to Mr. Griffith as his share shall be in lieu of the compensation provided under the existing agreement between the Griffith Corporation and Mr. Griffith as aforesaid, and that the balance of the compensation payable by Cinema hereunder, to wit: compensation for the so-termed "other services" and the so-termed "additional compensation", shall be retained by the Griffith Corporation as its share of the total compensation payable by Cinema hereunder. The Griffith Corporation and Mr. Griffith, however, hereby direct Cinema to make payments of all monies herein provided, in full, to the Griffith Corporation, and such payment or payments so made by Cinema shall be deemed to have been made at the irrevocable direction of both the Griffith Corporation and Mr. Griffith, it being intended that Cinema, having so made the

payments to the Griffith Corporation required to be made by it hereunder, shall not be obligated or required, for any reason whatsoever, to inquire further into any agreements and/or arrangements between the Griffith Corporation and Mr. Griffith, and Cinema shall in no way be or become liable or responsible for any failure on the part of the Griffith Corporation to pay the aforesaid monies (that is $80,000. per picture, payable as above provided, as Mr. Griffith's share as above stated) to Mr. Griffith, nor shall any such failure relieve Mr. Griffith from carrying out and performing his obligations and agreements as in this agreement set forth; but anything herein to the contrary notwithstanding, it is agreed that in the event of the appointment of a receiver or trustee in bankruptcy of the Griffith Corporation or of its property, or in the event of an assignment by it for the benefit of its creditors, provided that notice of such appointment or assignment shall have been served upon Cinema by either Mr. Griffith or the Griffith Corporation, by personal service upon one of the officers of Cinema or by registered mail in the manner hereinafter provided relative to all notices, all such monies payable by Cinema after such service upon Cinema of such notice either for "director's services", "Other services" or as "additional compensation", either in connection with pictures theretofore or thereafter produced by Cinema hereunder and referred to in subdivision (a) of Article Fourth hereof, shall be payable and paid directly to Mr. Griffith for his sole use and benefit, and the Griffith Corporation hereby specifically and irrevocably consents thereto.

For purposes of making payments referred to in this subdivision 4th, the respective addresses of the Griffith Corporation and Mr. Griffith are as follows:

Name.	Address.
D.W. Griffith, Inc.	c/o Albert N.T. Banzhaf, 130 West 42nd Street, New Bork City.
D.W. Griffith	c/o Albert H.T. Banzhaf, 130 West 42nd Street, New York City.

or such other address as may be furnished to Cinema in the same manner as is hereinafter required for the service of notices, from time to time.

Mr. Griffith and the Griffith Corporation hereby agree that the present term of Mr. Griffith's

employment by the Griffith Corporation shall be and hereby is extended, insofar as such extension may be necessary, so that the term of the agreement between Mr. Griffith and the Griffith Corporation shall be co-extensive in time with the period of this agreement, such extension, however, to be and being on the same terms and conditions relative to all matters, excepting the period of the agreement and the compensation hereafter and during the period of this agreement payable as the present agreement between Mr. Griffith and the Griffith Corporation.

5th. In the event of the death of Mr. Griffith during the making of a motion picture pursuant to this agreement and referred to in subdivision (a) of Article FOURTH hereof, or in the event of the cancellation and/or termination of this agreement by Cinema pursuant to subdivision (i) of Article FOURTH hereof, no further weekly compensation of any character whatsoever, either f r "director's services" or for the so-termed "other services" shall be payable or paid by Cinema to Mr. Griffith and/or to the Griffith Corporation hereunder with respect to such motion picture then being produced or otherwise, and no profits or share of profits and no "additional compensation" of any character or description whatsoever shall thereafter be payable by Cinema to Mr. Griffith or to the Griffith Corporation hereunder with respect to such motion picture then being produced or otherwise, all provided, however, that Cinema shall remain liable to pay the above mentioned "additional compensation" with respect to any motion picture or motion pictures theretofore produced and completed by Cinema hereunder and referred to in subdivision (a) of Article FOURTH hereof. It is further agreed that in the event of such death of Mr. Griffith or in the event of the cancellation or termination of this agreement pursuant to subdivision (i) of Article FOURTH hereof during the production of such motion picture, Cinema may complete the production of such motion picture with any other director or directors selected by it, and shall have the right, at its election, to advertise and exploit the said picture as a "D.W. Griffith Production," subject, however, to the twelve week limitation provided in the last paragraph of subdivision (i) of Article FOURTH hereof.

6th. In the event that at the time that moneys shall become due and payable to Mr. Griffith on account of the aforesaid "additional compensation" in connection with any of the motion pictures referred to in subdivision (a) of Article FOURTH hereof, Cinema shall not have received and/or recouped in full the cost of production, as above defined, plus six (6%) per cent interest as aforesaid, plus an additional one (1%) per cent, computed in the same manner as interest is above computed (such aggregate of seven (7%) per cent being for convenience hereinafter referred to as the "aggregate percentage"), in connection with any prior picture or pictures produced by Cinema hereunder, such "additional compensation" shall not in such event be payable or paid to Mr. Griffith, but shall be payable and paid to Cinema in full and without deduction or offset for any cause whatever, until Cinema shall have recouped and received in full out of the proceeds from all such pictures, all advances (that is, moneys advanced or expended by Cinema for cost of production of all such pictures) made by Cinema with respect to all pictures theretofore produced by it pursuant to this agreement, plus the aggregate percentage relative to all such pictures, but after such recoupment by and repayment to Cinema, all further moneys payable to Mr. Griffith as such "additional compensation" shall thereafter be paid to him in the manner hereinabove in subdivisions (bb) and (cc) of this Article provided.

COMPLETION DEFINED - Each such photoplay shall be deemed to have been completed for purposes of this agreement, when the United States negative is assembled and ready for the printing of positive prints to be exhibited in the United States of America.

COST OF PRODUCTION - as defined in this agreement shall consist with respect to each such photoplay of the following items:

1. The purchase price of the motion picture rights in the work upon which said photoplay shall be based.

2. The cost of the preparation of the scenario, continuity and script, and the cost of the editing and art titling of said photoplay.

3. The compensation payable to Mr. Griffith being limited to Eighty thousand ($80,000.00) Dollars per picture, payable at the rate of Four thousand ($4,000.00) Dollars per week, as hereinabove in Article SIXTH, subdivision (a) provided for "director's services."

4. A reasonable portion of the compensation at the rate of One thousand ($1,000.00) Dollars per week, as above provided, payable to Mr. Griffith for the so-termed "other services." In this connection, it is intended and agreed that the total compensation paid to Mr. Griffith for such "other services" between the date when such compensation shall commence to be paid to Mr. Griffith and the date of completion of the first motion picture produced by Cinema hereunder and referred to in subdivision (a) of Article FOURTH hereof, and thereafter such total compensation paid by Cinema to Griffith for such "other services" between the date of completion of any motion picture and the date of completion of the next succeeding motion picture produced hereunder and referred to in said subdivision (a) of Article FOURTH hereof, shall be charged equally among all pictures produced and/or financed by Cinema during such respective periods and in connection with which Mr. Griffith shall have rendered such "other services", so that each picture produced by Cinema hereunder and referred to in subdivision (a) of Article FOURTH hereof, shall bear as part of its cost of production such portion of the total compensation paid to Mr. Griffith for "other services" during such period, as the number one bears to the total number of motion pictures produced and/or financed by Cinema during such period in connection with which, however, Mr. Griffith shall have rendered such "other services," plus such ~~other~~ motion picture produced by Cinema hereunder and referred to in subdivision (a) of Article Fourth hereof.

5. The salaries of all members of the cast and persons employed in the production of said photoplay.

6. The cost of the positive prints to be used in the exhibition of said photoplay.

7. All premiums for life, fire, theft, accident or other form of insurance taken out by Cinema for its benefit and protection, and Mr. Griffith in this connection agrees to assist Cinema in obtaining such life, accident or other insurance as Cinema may require.

8. Rental charges for studio equipment and facilities; and monies expended or obligations

incurred for any equipment or properties purchased for use in connection with such photoplay.

9. All exploitation, publicity and advertising expenses or charges incurred or paid by Cinema in connection with said photoplay.

10. Interest charges or moneys paid by Cinema, if any, in excess of at the rate of 6% per annum, in connection with the financing of said photoplay.

11. All items (other than the items enumerated in the preceding subdivisions 1 to 10 inclusive of this Article) customarily considered in the motion picture industry as properly chargeable against the cost of production of a motion picture.

SEVENTH: STATEMENTS AND PAYMENTS TO THE GRIFFITH CORPORATION:-

Cinema shall within thirty (30) days after the expiration of each calendar month commencing after the date of the first general American release of each such photoplay, prepare and deliver to the Griffith Corporation a statement in writing with respect to each such photoplay setting forth the proceeds derived by Cinema during such calendar month from the distribution, marketing and other exploitation of such photoplay, and if Mr. Griffith shall be entitled to a share of such proceeds by reason of the provisions of this agreement, such statement shall be accompanied by check payable to the order of the Griffith Corporation as above provided, for the share of such proceeds to which Mr. Griffith is so entitled, and Cinema shall further send or cause to be sent, in the same manner as moneys are to be transmitted to the Griffith Corporation as

above provided, gross weekly booking statements and played and earned statements as prepared and if furnished to Cinema by United Artists Corporation and/or any other distributing corporation through which said pictures may be distributed.

EIGHTH:- Cinema shall keep true and accurate accounts of all moneys expended or obligations incurred as well as proceeds derived by it in or from the production, marketing, distribution or other exploitation of each of said photoplays, and shall keep its books and records open for the inspection of Mr. Griffith and/or the Griffith Corporation, or his or its duly authorised representative during all reasonable hours of the business day, and Cinema further agrees to preserve its books of account, vouchers and all other records relative thereto for a period of at least eighteen (18) years from the respective release dates of such pictures, except the records appertaining to the original cost of production of said respective ~~xxxxxxxxxxxxxxxxxxxx~~ pictures, which shall be preserved for at least a period of six (6) years from the respective release dates of such pictures, and except further that exhibitors contracts or copies thereof, if received by Cinema, shall be kept by Cinema for at least a period of six (6) years with respect to any picture from the first general American release date thereof.

NINTH: Cinema shall have the exclusive and complete control, right, title and property and the right of copyright in and to the motion pictures produced pursuant to this agreement, and all parts thereof, as well as all properties connected therewith, to the fullest extent without limitation or restriction of any character whatsoever.

TENTH: Mr. Griffith hereby grants to Cinema during the term hereof, and so long as Cinema shall have any rights in respect of the pictures contemplated by these presents and referred to in subdivision (a) of Article Fourth hereof, the right to make use of his name (viz:) D. W. Griffith, for advertising, commercial and/or publicity purposes, and Cinema agrees that each motion picture production directed by Mr. Griffith pursuant hereto and referred to in subdivision (a) of Article Fourth hereof, shall be prominently announced as a "D. W. Griffith Production" in all paid advertising and publicity directly arranged for by Cinema, and Cinema agrees that it will by agreement require United Artists Corporation and/or any other distributing medium of said pictures to comply with the terms set forth in this Article Tenth.

ELEVENTH: It is understood and agreed that each of the photoplays referred to in Article Fourth, subdivision (a), and produced by Cinema pursuant to the

terms hereof will be marketed, distributed and exploited through the United Artists Corporation, its subsidiaries and affiliated companies, unless the consent of Mr. Griffith to some other distribution medium is first had and obtained in writing. It is understood that the proceeds derived by Cinema from the distribution, exhibition, marketing and exploitation of each of said motion pictures, shall mean the proceeds derived by Cinema with respect to each such respective picture from the United Artists Corporation (or any other distribution medium, as the case may be), pursuant to the then existing distribution agreement or agreements between Cinema and such distributor covering such respective pictures. Cinema, however, agrees that the distribution arrangement made or to be made, or from time to time made, with United Artists Corporation relative to any of the aforesaid pictures to be produced by Cinema hereunder and referred to in Article Fourth, subdivision (a), will be at least as favorable as to its terms and substance as the most favorable distribution agreement theretofore made relative to any picture of either Douglas Fairbanks, Mary Pickford, or Produced by Joseph M. Schenck, thereafter distributed by United Artists Corporation. In this connection Mr. Griffith and the Griffith Corporation understand that negotiations are now pending whereby the said Fairbanks, Pickford and Schenck will modify the terms of their respective distribution agreements so that

the domestic distribution percentage will be increased from twenty-five per centum (25%) to twenty-seven and one-half per centum (27½%). In the event that such increase is effected, Mr. Griffith and the Griffith Corporation hereby express their willingness and consent that any pictures produced by Cinema and directed by Mr. Griffith hereunder shall likewise be subjected to the same percentage arrangement as applies to pictures produced by the said Fairbanks, Pickfords and Schenck, it being intended that any distribution arrangement made by the said Fairbanks, Pickford and Schenck, relative to their pictures, will be and hereby is acceptable and accepted by Mr. Griffith and the Griffith Corporation in connection with pictures produced by Cinema and directed by Mr. Griffith hereunder and distributed by said United Artists Corporation at such time.

Mr. Griffith and the Griffith Corporation understand that Mr. Joseph M. Schenck has heretofore entered into a ten year distribution agreement, dated the first day of May, 1926, with United Artists Corporation for the distribution of certain pictures produced by him, which agreement has been mdified under date of September 28th, 1926, and that said agreement, as modified, has been assigned by Mr. Schenck to Cinema on or about September 29th, 1926. The Griffith Corporation and Mr. Griffith hereby consent that Cinema may at its election arrange for the distribution of the motion pictures referred to in the

preceding paragraph, by entering into a new distribution agreement with United Artists Corporation, or it may distribute such pictures under said existing distribution agreement as heretofore or hereafter modified.

The aforesaid distribution agreement of May 1st, 1926, the modification thereof of September 28th, 1926, and the assignment of September 29th, 1926, have each been exhibited to and examined by Mr. Griffith and the Griffith Corporation. The parties hereto intend and agree that to the extent hereinafter in this paragraph specifically provided, Mr. Griffith shall participate in the right of approval and rejection of contracts specified in the first three full paragraphs of subdivision (n) of Article Fourth of the above referred to distribution agreement dated May 1st, 1926, except that Mr. Griffith shall in no way participate in the right of absolute rejection of contracts as set forth in the last ten lines of such third paragraph of said subdivision (n), commencing with the words "unless, however, at the time of such rejection, etc.", and ending with the words "by the producer and his representative". The extent to which Mr. Griffith shall participate in such right of approval and rejection is that if Mr. Griffith shall appoint a representative for the purpose, in any given territory or territories where Cinema, by virtue of the first three paragraphs of said subdivision (n), has the right to appoint a representative to approve and reject contracts, then

with respect to such territory or territories where Mr. Griffith shall so appoint such representative, Cinema agrees that it or its representative, within twenty-four (24) hours after receiving the proposed Exhibition Contracts from United Artists Corporation, will submit them to Mr. Griffith's representative, who shall have the right to return such contracts to Cinema's representative within twenty-four hours after delivery to him, with his rejection noted thereon. Mr. Griffith's representative failing so to return said contracts to Cinema's representative with such rejection noted thereon within the said period of twenty-four hours, Mr. Griffith shall lose all right whatsoever to participate in said approval and rejection power with respect to such contracts; but Mr. Griffith's representative having returned such contracts to Cinema's representative within said period of twenty-four hours with such rejection properly noted in writing on each contract rejected, Mr. Griffith shall thereafter have ten days from the date of submission to his representative of the original proposed contract or contracts in question, within which to obtain, in respect to the exhibition zone or territory affected, and present to Cinema's representative for such territory a more favorable contract than the contract so rejected by Mr. Griffith's representative, and failing so to do, the original proposed contract presented by Cinema's representative to Mr. Griffith's representative shall, ipso facto, be deemed approved. But having

presented such more favorable contract in the manner and within the time herein provided to Cinema, Cinema agrees to avail itself of the provisions set forth in the aforesaid subdivision (n) of Article Fourth of the above mentioned distribution agreement, so as to accomplish the rejection, so far as the United Artists Corporation is concerned, of the contract or contracts so rejected by Mr. Griffith's representative. The foregoing provisions shall apply in the event that the motion pictures produced by Cinema hereunder and referred to in subdivision (a) of Article Fourth hereof, shall be distributed through the United Artists Corporation pursuant to said distribution agreement of May 1st, 1926, as heretofore or hereafter modified, but should said pictures be distributed by United Artists Corporation under any other distribution agreement or said pictures be distributed by Cinema through some other distributor, Cinema agrees to provide in any such distribution agreement provisions substantially similar to those set forth in the first three paragraphs of subdivision (n) of Article Fourth of the aforesaid distribution agreement of May 1st, 1926, and the rights of approval and rejection hereinabove in this paragraph granted to Mr. Griffith shall apply with respect to any such distribution agreement. Cinema further agrees not to modify the provisions set forth in the first three paragraphs of subdivision (n) of the Article Fourth of the aforesaid distribution agreement of May 1st, 1926, without

first obtaining in writing the consent of Mr. Griffith.

It is agreed that Mr. Griffith's right with respect to approval or rejection of contracts referred to in the preceding paragraph are limited and restricted to the specific provisions set forth in the preceding paragraph, but relative to matters set forth in the fourth and fifth paragraphs of said subdivision (n) of Article FOURTH of the Distribution Agreement of May 1st, 1926, Mr. Griffith unqualifiedly consents to the provisions set forth in said paragraphs and he shall have no right of approval or rejection whatsoever relative to contracts, the distribution and/or exhibition of which are referred to in said fourth and fifth paragraphs of said subdivision (n) of Article FOURTH of said distribution agreement. Mr. Griffith further consents that any new distribution agreement entered into may contain provisions similar to those set forth in paragraphs fourth and fifth. Anything herein to the contrary notwithstanding, Mr. Griffith hereby consents, ratifies and approves and waives all right of rejection in the case of the exhibition agreement heretofore entered into between United Artists Corporation and United Artists Theatre Circuit, Inc., dated June 22nd, 1926, as heretofore or hereafter modified, Mr. Griffith specifically consenting that any and all pictures produced by Cinema hereunder and distributed by United Artists Corporation may be exhibited under and pursuant to said exhibition agreement and to this extent Mr. Griffith waives any and all right of rejection and approval relating thereto.

TWELFTH: Mr. Griffith consents to Cinema applying in its own name, or otherwise, for life, health, accident or other insurance covering Mr. Griffith, and Mr. Griffith agrees to assist Cinema by submitting to the usual and customary medical and other examinations required by the insurance company or companies in signing such applications and other instruments as are customarily required in the procuring of insurance, all without expense, however, to Mr. Griffith, costs of such insurance, however, to constitute part of the cost of production as provided in subdivision (7) of Article SIXTH hereof; and Mr. Griffith shall have no right, title or interest in and to such insurance, or any proceeds or benefits derived by Cinema therefrom, for any purpose whatsoever.

THIRTEENTH: Whereas certain shares of stock of the United Artists Corporation owned of record by Mr. Griffith, or the Griffith Corporation, are now being held in escrow subject to certain terms and conditions, it is the intention of the parties hereto that Mr. Griffith and/or the Griffith Corporation, prior to the execution of this agreement, will modify the existing escrow arrangement to their satisfaction, so that provision will be substantially or in effect made as to the following matters:

1. Upon the delivery to United Artists Corporation of five motion pictures hereafter produced by Cinema and directed by Mr. Griffith, of which series of pictures, either the fourth and/or fifth may be produced and financed by Mr.

Griffith personally or through the Griffith Corporation, all as is in this agreement specifically provided, and all under and pursuant to a distribution agreement or agreements with United Artists Corporation covering the distribution of such five pictures, said stock so held in escrow shall be released and delivered by United Artists Corporation or by the escrow holder to the record owner of such stock.

2. Each picture produced by Cinema pursuant to this agreement and referred to in subdivision (a) of Article FOURTH hereof, and any picture or pictures produced and financed by Mr. Griffith personally pursuant to Article FOURTEENTH hereof, shall be considered as part of the said five pictures referred to in subdivision (1) of this Article THIRTEENTH, it being understood that even though any one picture is produced by Cinema and for certain purposes treated as the equivalent of two motion pictures, as provided in Article SIXTH, subdivision (c) hereof, any such motion picture shall not be deemed the equivalent of two motion pictures in connection with the release of said stock from escrow.

3. In the event of the illness or incapacity of Mr. Griffith during the production of any of the motion pictures referred to in subdivision "2" of this Article THIRTEENTH, the picture during which such illness or incapacity occurred shall be deemed as one of the five pictures referred to in subdivision "1" hereof, provided that Mr. Griffith has actually rendered at least four weeks' "director's services" under this agreement in connection with such picture; but if Mr. Griffith shall render less than four weeks of such service, then such picture shall not be included as one of the five pictures referred to in subdivision "1" hereof.

4. In the event that Cinema shall breach this agreement or any of its provisions as a result of which Mr. Griffith and the Griffith Corporation will terminate this agreement, or should Cinema terminate this agreement pursuant to Article FIFTH hereof, due to the fact that Mr. Griffith, being substantially in charge of production of any motion picture produced by Cinema hereunder, has exceeded the maximum amount allowed for cost of production as set forth in said Article FIFTH, or should Cinema terminate this agreement due to the illness or incapacity of Mr. Griffith after the twenty day period and as provided in subdivision (i) of

Article SIXTH hereof, then and in that event, if the number of motion pictures thereafter produced and financed by Mr. Griffith or the Griffith Corporation and/or produced or financed by some other person, firm or corporation under arrangement with the said Mr. Griffith and/or the Griffith Corporation, plus the number of pictures produced by Cinema hereunder and referred to in subdivision (a) of Article FOURTH hereof, and actually delivered to United Artists Corporation for distribution, shall equal five such pictures, Mr. Griffith shall thereupon become entitled to the delivery of said stock held in escrow as above mentioned, and said stock so held in escrow shall thereupon be released from escrow and delivered by United Artists Corporation or by the escrow holder to the record owner of such stock.

Nothing herein contained shall be construed as an agreement on the part of Cinema that United Artists Corporation will enter into any agreement such as is described hereinabove in this Article THIRTEENTH, nor shall the provisions hereof require or obligate Cinema to furnish Mr. Griffith with such agreement.

FOURTEENTH: Anything herein to the contrary notwithstanding, it is further mutually agreed between the parties hereto that Mr. Griffith shall have and is hereby given the option at any time prior to the actual commencement of production of the fourth or fifth pictures referred to in subdivision (a) of Article FOURTH or both of them, to elect personally, or through the Griffith Corporation to produce and finance the production of either or each of said motion pictures on his or their own account, provided:

1. That Mr. Griffith shall exercise such option by serving a written notice upon Cinema in the manner hereinafter provided for the service of notices, which notice will be received by

Cinema within thirty (30) days after the completion of the third of the five motion pictures referred to in subdivision (a) of Article FOURTH hereof with respect to the fourth of said pictures, and within thirty (30) days after the completion of the fourth of said pictures relative to the fifth picture of said series of pictures; and

2. Provided further that as a condition to Mr. Griffith's right, either personally or through the Griffith Corporation, so to finance such fourth and/or fifth picture, he will within thirty (30) days after written demand of Cinema served upon him in the manner hereinafter provided for the service of notice, pay to Cinema in cash or by certified check the amount, with interest, specified in such demand as having been expended by Cinema within the definition of "cost of production" for, on account of, in connection with or in anticip a-tion of the cost of production and/or the production of such motion picture, plus any overhead charges, with interest, which may have accrued, pursuant to subdivision (3) of Article SIXTH hereof, up to the date of such written demand served upon Mr. Griffith by Cinema, which Mr. Griffith may so elect to finance; and

3. Provided further, that such picture or pictures so to be produced and financed by Mr. Griffith personally or through the Griffith Corporation shall be marketed, distributed and exploited through the United Artists Corporation, its subsidiaries and affiliated companies.

It is the intention of the parties, as is above more specifically provided, that such picture or pictures so financed by Mr. Griffith and distributed through United Artists Corporation, shall be deemed part of the motion pictures referred to in subdivision (1) of Article THIRTEENTH hereof, insofar as Mr. Griffith's right to have the escrow stock referred to in said Article THIRTEENTH released to him from

agreement, is concerned, and it is further intended, as is more specifically above provided, that in the event of such financing by Mr. Griffith himself of said fourth and/or fifth motion picture, Mr. Griffith shall not be entitled to receive any compensation in connection with "director's services" referred to in Article Fourth, sub-division (a), in connection with such picture or pictures, nor shall he be entitled to receive any compensation for "other services" rendered after the completion of the next preceding motion picture produced and financed by Cinema hereunder, except to the extent hereinabove in Article Sixth, sub-division (1), specifically provided.

FIFTEENTH: All notices to be served or given by one party to the other hereunder and all exercises of option referred to in this agreement, and all notifications of whatsoever character, as well as all approvals referred to in this agreement, shall be in writing and shall be served by the one party to the other or to each of the others, as the case may be, either personally (and in the case of service upon either Cinema or the Griffith Corporation, personal service upon any officer or director of such corporation shall be deemed personal service on such corporation), or shall be sent by registered mail addressed to the addressee at the following respective addresses; if the addressee is Cinema, the notice shall be addressed to Art Cinema Corporation, c/o Newgass, Nayfack & Waldheim, 350 Madison Avenue, New York City; or if the addressee is Mr. Griffith, the notice shall be addressed to Mr. Griffith, c/o Albert H.T. Banzhaf, Esq., 130 West

42nd Street, New York City; or if the address to the Griffith Corporation, the notice shall be addressed to D.W. Griffith, Inc., c/o Albert H.F. Bauhof, Esq., 130 West 42nd Street, New York City, or such other address or addresses as may be furnished by one party to each of the others in writing from time to time.

SIXTEENTH: No waiver by Cinema of any breach of any covenant or provision of this agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant or provisions.

SEVENTEENTH: This agreement being entered into in the State of New York shall be construed and governed in accordance with and by the laws of said state.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its thereunto duly authorized officer and its corporate seal to be hereunto affixed, the party of the second part has hereunto set his hand and seal, and the party of the third part has caused this agreement to be duly executed in its name by its thereunto duly authorized officer and its corporate seal to be hereunto affixed, the day and year first above written.

ART CINEMA CORPORATION

Attest: Bertram Mayfack Secy

By Joseph M. Schenck Pres

D.W. Griffith (LS)

D.W. GRIFFITH, INC.

Attest: Albert H. Bauhof Sec

By D.W. Griffith Pres.

STATE OF NEW YORK
COUNTY OF NEW YORK. } SS.:

On this 17th day of April, 1927, before me personally came and appeared D.W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Sydney Frank
Notary Public, New York County
N.Y.Co. Clk's No. 334, Reg. No. 8305
Certificate filed in Kings Co.
Kings Co. Clks. No. 12[illegible], Reg. No. 8196
Commission expires March 30, 1928

STATE OF NEW YORK
COUNTY OF NEW YORK. } SS.:

On this 17th day of April, 1927, before me personally came and appeared D.W. Griffith to me known, who being by me first duly sworn, did depose and say that he resides at in the Boro of Manhattan City of New York; that he is the President of D.W. GRIFFITH INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed thereto by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Sydney Frank
Notary Public, New York County
N.Y.Co. Cl's No. 334, Reg. No. 8305
Certificate filed in Kings Co.
Kings Co. Clks. No. 12[illegible], Reg. No. 8196
Commission expires March 30, 1928

STATE OF NEW YORK
COUNTY OF NEW YORK. } SS.:

On this 19th day of April, 1927, before me personally came and appeared Joseph M. Schenck to me known, who being by me first duly sworn, did depose and say that he resides at Borough of Manhattan City of N.Y.; that he is the President of ART CINEMA CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed thereto by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Polly M. Mack
NOTARY PUBLIC
N.Y. Co. Cl's No. 692, Reg. No. 8502
Kings Co. Cl's No. 279, Reg. No. 8[illegible]
Bronx Co. Cl's No. 48, Reg. No. 9838A
Commission Expires March 30, 1929

ART CINEMA CORPORATION

-with-

D. W. GRIFFITH

and

D. W. GRIFFITH, INC.

. . . . . .

SUPPLEMENTAL AGREEMENT

. . . . . .

Dated, New York, April 19th, 1927.

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
350 MADISON AVENUE NEW YORK

SUPPLEMENTAL AGREEMENT made this 19th day of April, 1927, between ART CINEMA CORPORATION, hereinafter referred to "Cinema", party of the first part, and D.W.GRIFFITH, hereinafter referred to as "Mr. Griffith", party of the second part, and D.W.GRIFFITH, INC., hereinafter referred to as "the Griffith Corporation", party of the third part;

WITNESSETH:

WHEREAS, the parties hereto, simultaneous with the execution hereof, are executing an agreement bearing even date herewith,

AND WHEREAS this agreement is intended to supplement such other agreement so that this agreement and such other agreement together shall constitute the agreement between the parties hereto,

NOW THEREFORE, in consideration of the premises and other good and valuable commiderations, the parties hereto agree as follows:

Said aforesaid agreement being executed simultaneously herewith shall herein be referred to as the "Finance Agreement".

The Finance Agreement is hereby modified in the following respects:

1. Cinema shall have the final approval of cast, but x x x x x x Mr. Griffith shall in the first instance select the cast. In the event that Cinema shall fail to approve any member of a cast selected by Mr. Griffith, Mr. Griffith agrees to designate a substitute, and to submit the name of such substitute to Cinema for approval. Should Cinema again fail or refuse to approve such selection the matter of selecting a person to fill such vacancy in the cast, shall be submitted to arbitration in the following manner:

Each party may at any time after such failure or refusal of Cinema to approve, designate an arbitrator. After such designation by either party, such party shall serve upon the other a written notice specifying the person so designated as its or his representative and within five (5) days thereafter the other party shall likewise serve upon the first party a notice specifying his or its selection, but failing so to do, the selection of the first party shall remain as the selection of all parties concerned. The two representatives so selected, and if so selected, shall thereupon within five (5) days attempt to appoint a person to fill such vacancy in the cast, and failing mutually to agree, they shall by mutual consent and agreement, appoint an umpire and within five (5) days after such appointment any appointment made by any two of the three arbitrators shall govern and control, but should said three arbitrators fail by majority so to agree, the decision of the umpire shall be binding and controlling upon the parties hereto.

With respect to the subject matter set forth in the foregoing paragraph (1) it is understood that the parties referred to in said paragraph are Cinema on the one hand and Mr. Griffith on the other hand.

2. Relative to the development of the story in connection with the production of any photoplay contemplated by these presents, and/or relative to actual direction of the picture and also the editing, cutting and titling of the picture, Cinema shall at all times have the right to make suggestions of any character or description and Mr. Griffith agrees to give reasonable consideration to such suggestions, but it is agreed that relative to such matters, Mr. Griffith shall have the right of final determination, such determination, however, to be reasonable.

3. The last paragraph of article sixth, subdivision (c) is hereby stricken out and in lieu thereof, the following paragraph shall be substituted:

> Anything herein to the contrary notwithstanding, it is agreed that in the event that the parties hereto shall select the story, literary composition or other work, and should Cinema proceed to produce a motion picture based thereon, pursuant to this agreement, and should the parties at the time of such selection stipulate in writing that they contemplate producing a special pro-

duction which is likely to receive a so-called 'road-show exhibition', in view of the fact that such production will cost more than the amount contemplated by these presents, the parties agree that in such event the twenty (20) week limitation provided in the paragraph preceding, shall automatically be extended to thirty-five (35) weeks, and the motion picture so produced shall take the place of two (2) motion pictures, so far as the number of pictures referred to in sub-division (a) of article fourth hereof is concerned, and to this extent, such number of pictures shall be correspondingly reduced, but such reduction shall in no wise change or modify the requirements hereinafter in article thirteenth referred to, whereunder Mr. Griffith is required to deliver five (5) motion pictures to the United Artists Corporation, in order to entitle him to the possession and re-delivery of the common stock held in escrow and referred to in said article thirteenth. In the event that such thirty-five (35) week provision shall apply, Mr. Griffith shall receive as compensation for such picture, salary at the rate of FOUR THOUSAND DOLLARS ($4,000.) per week for thirty-five (35) weeks, making in the aggregate ONE HUNDRED AND FORTY THOUSAND DOLLARS ($140,000.)

Except as hereinabove specifically modified, the above referred to Finance Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its thereunto duly authorized officer and its corporation seal to be hereunto affixed, the party of the second part has hereunto set his hand and seal, and the party of the third part has caused this agreement to be duly executed in its name by its thereunto duly authorized officer and its corporation seal to be hereunto affixed, the day and year first above written.

ATTEST: Bertram Mayfack
Secy

ART CINEMA CORPORATION
BY Joseph M. Schenck
Pres.

D.W. Griffith (LS)

ATTEST: Albert W. Banzhaf
Sec

D.W. GRIFFITH, INC.
BY D.W. Griffith
Pres.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On this 19th day of April, 1927, before me personally came and appeared D. W. Griffith, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Lydon E. Frank
Notary Public, New York County
N.Y.Co. Clks No. 314, Reg. No. 4505
Certificate filed in Kings Co.
Kings Co. Clks No. 120, Reg. No. 8104
Commission expires March 30, 1928

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On this 19th day of April, 1927, before me personally came and appeared D.W. GRIFFITH, to me known who being by me first duly sworn, did depose and say that he resides in the Borough of Manhattan, City of New York; that he is the president of D.W. GRIFFITH INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed thereto by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Lydon E. Frank
Notary Public, New York County
N.Y.Co. Clks No. 314, Reg. No. 4505
Certificate filed in Kings Co.
Kings Co. Clks No. [illegible] Reg. No. [illegible]
Commission expires March 30, [illegible]

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On this 19th day of April, 1927, before me personally came and appeared Joseph M. Schenck, to me known, who being by me first duly sworn, did depose and say that he resides at the Borough of Manhattan, City of New York; that he is the president of ART CINEMA CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed thereto by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Betty M. Mary
NOTARY PUBLIC
N.Y. Co. [illegible] Reg. No. [illegible]
Kings [illegible] Reg. No. [illegible]
Bronx [illegible] Reg. No. [illegible]
Commission expires March 30, [illegible]

MRS. AL AND LOU ROSENBERG

ELLIOTT 7066

DE LUXE FEATURE FILM COMPANY, INC.

2015 3RD. AVE.

SEATTLE, WASH.

April
20 th
19 27

Banshaf & Pembleton
Bush Terminal Building
130 West 42nd Street
New York City N Y

Gentlemen:

ATTENTION: Mr A H Banshaf

In reply to your letter of April 14th this is to certify that we have no print on INTOLERANCE, MOTHER AND THE LAW and FALL OF BABYLON either in our possession or under our control.

All prints on these three subjects were destroyed some time ago.

Trusting this is the information you desire, we are

Yours very truly,

DE LUXE FEATURE FILM CO.

By Helen Godfrey
Helen Godfrey for
Al Rosenberg

Personally appeared before me, a Notary Public in and for the state of Washington residing at Seattle, Helen Godfrey, known to me to be the agent for Al Rosenberg, who swore to me that the above is true.

Helen Godfrey

R. B. Lynch
Notary Public.

April 21st 1927.

Mr. Nathan Burkan,
1481 Broadway,
New York City.

Dear Mr. Burkan:

Confirming our telephone conversation, will you kindly take the necessary steps in order to procure for D.W. Griffith, Incorporated renewals of the copyrights in the play and novel entitled "WAY DOWN EAST". I assume that you have copies of the various agreements by which motion picture rights forthis play were acquired and I am therefore not sending same to you. However, should you desire copies of the same I shall be glad to forward them.

It appears that renewal rights will expire on July 29th of this year on the copyright of the revised play and upon the novel in May 1928.

Thanking you for your kind attention to this matter, I remain

Very truly yours,

R:GDM

April 21, 1927.

Miss I. L. Davis,
1414 Mass. Ave. N. W.,
Washington, D. C.

My dear Miss Davis,

With reference to the matter about which you spoke to me on your last visit to New York, Mr. Griffith thinks that the idea of securing Mr. Laurence Stallings to write the scenario of your story for you is an excellent one. After this has been done, if you will submit same to Mr. Griffith, I am sure he will be more than pleased to read it again.

Very truly yours,

Secretary to Mr. Griffith.

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
DLT	Day Letter
NLT	Night Letter
LC	Night Letter
NLT	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "WU"

D71N LX 10 VIA XD

HOLLYWOOD CALIF 1041A APL 22 1927

D W GRIFFITH

UNITED ARTISTS 1476 BROADWAY NEWYORK NY

HEARTIEST CONGRATULATIONS UPON APPOINTMENT NOW FOR MORE MASTERLY PRODUCT SINCERELY

SIDNEY OLCOTT

227P

April 22nd 1927.

Mr. Dennis F. O'Brien,
155 East 44nd Street,
New York City.

Dear Sir:

In reply to your favor of the 16th inst. relative to the deficit on "Romance" and associated authors matters, I beg to advise that Mr. Griffith and the Griffith Corporation agree to the proposal of Mr. Schenck having the deficits taken up by the United Artists Corporation since, as he states, both these ventures were had in furtherance of the United Artists Corporation's interest, and beside that it is apparent that these deficits will be still materially reduced, if not entirely liquidated by future receipts.

You will note that the Griffith Corporation and Mr. Griffith have already paid their share and that the Treasurer of the United Artists Corporation, Mr. Kelly, should be authorized to make the respective re-payments to Mr. Griffith and the Griffith Corporation at the earliest possible date since it is unfair to Mr. Griffith and the Griffith Corporation, they having made these payments in advance of the others. We understood at the time that these payments were charged against Mr. Griffith and the Griffith Corporation that the same proceeding was followed with the other producers.

Trusting that this matter will receive your usual prompt attention, I remain, with kindest regards

Very truly yours,

AHTB:GDM

"See America First"

THE AMBASSADOR
Los Angeles

April 28, 1927.

Mr. D. W. Griffith,
United Artists, Corporation,
729 - 7th Ave.,
New York City, N. Y.

Dear Mr. Griffith:

For a long time I have been struck by the idea that if we could get together in the manufacturing of motion pictures, something of mutual benefit might come out of the idea.

I trust that all is well with you.

Sincerely,

Daniel Carson Goodman

Southern California is America's ideal SUMMER as well as Winter Resort. Average temperature at noon, June, 66°; July, 70°; August, 71°; September, 69°

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

April 22, 1937

Mr. Albert H. T. Banzhaf,
Bush Terminal Building,
130 West 42d Street,
New York City, N. Y.

My dear Mr. Banzhaf:

I appreciate the information contained in your letter of yesterday with reference to the Erich Pommer family.

With kind personal regards, I am

Sincerely yours,

Maurice McLenzie

Executive Assistant to the President.

TELEPHONE MURRAY HILL [illegible]

CABLE ADDRESS "BARMEN" NEW YORK

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
[illegible] MADISON AVENUE

GEORGE W. NEWGASS
BERTRAM S. NAYFACK
FRANKLIN WALDHEIM

213

NEW YORK

April 23rd, 1927.

Mr. Albert H. T. Banshaf,
1[illegible] West 43nd Street,
New York City.

Dear Mr. Banshaf:

I am sending you herewith certified copy of resolution showing authority of Mr. Schenck, as President, and myself as Secretary, of Art Cinema Corporation to execute the agreement between Art Cinema Corporation and D. W. Griffith and D.W. Griffith Corporation, as per our understanding.

Will you please send me, at your earliest convenience, a similar resolution showing authority of the officers who executed the foregoing instrument.

~~Very~~ truly yours,

Bertram S. Nayfack
per W. [illegible]

BSN:BM

The undersigned, BERTRAM S. NAYFACK, Secretary of ART CINEMA CORPORATION, hereby certifies that at a Special Meeting of the Directors of said Corporation, duly held on the 23rd day of March, 1927, the following resolution was duly passed and adapted, and that said resolution is still in full force and effect and has not in any way been modified.

> "RESOLVED that any proper officer or officers of this corporation may execute in the name and on behalf of this corporation any agreement with Mr. D. W. Griffith and the D. W. Griffith Corporation, that Mr. Joseph M. Schenck, president of the Corporation, and counsel for the corporation would approve."

And the undersigned further certifies that Mr. Joseph M. Schenck, as President, and Mr. Bertram S. Nayfack, as Secretary, are proper officers of this corporation within the purport of the foregoing resolution.

Dated: March 25th, 1927.

Bertram S. Nayfack
Bertram S. Nayfack
Secretary

(seal)

I, ALBERT H.T.BARNHAR, do hereby certify that I am Secretary of D.W.Griffith, Incorporated and that the following is a true and correct copy of resolutions duly passed at the meeting of the Board of Directors of this Corporation held on the 1st day of July, 1920:

"RESOLVED, that the President of the Corporation be and hereby is authorised and empowered to enter into any and all contracts, and to execute and deliver any and all instruments, in the name or on behalf of the Corporation, which he may deem proper or advisable to promote and carry on the business of the Corporation and to delegate the foregoing power to such other officers or agents of this Corporation as he may from time to time deem proper, and that such delegations of power may be either general or confined to specific instances as he may deem proper;

RESOLVED, that the Secretary of the Corporation be and hereby is authorized and directed to affix the corporate seal of the Corporation to, and to attest, any instrument or contract entered into and signed by or under the authority or direction of the President as authorized by the foregoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 29th day of April, 1927.

_____

April 28, 1927.

Mr. A. E. Hubsch,
Transocean Film Company,
Berlin, Germany.

Dear Mr. Hubsch,

Some time ago we received a letter from Messrs. Vellner & Somlo, advising that their contracts for "Way Down East", "Orphans of the Storm" and "Broken Blossoms" would expire July 29, 1927. They further advised that they had eighteen prints of these productions on hand and asked what disposition we desired made of same. We have, therefore, taken the liberty of writing them to-day instructing them to turn over these prints to you, and we would appreciate it if you will kindly see that such prints are destroyed as soon as possible. If you are able to sell the film as junk to a reliable firm where you know they will be destroyed, this will meet with our approval. However, if you are not sure that they will be destroyed, do not sell them, but have them destroyed yourself.

We trust you will not feel that we are imposing on your kindness, but Mr. Grey and Mr. Epping, in fact, everyone suggested this as the best means of disposing of the prints, as it would be too costly for us to bring them back here, and we knew that you would take care of the matter carefully for us.

Will you kindly advise when the prints have been received and destroyed, and in the event there is any expense in connection with same please let us know.

We deeply appreciate your kindness in this matter. Mr. Epping and Mr. Grey send kindest regards in which I join.

Sincerely yours,

D. W. Griffith, Inc.

April 25, 1927.

Pellner & Hemle,
Friedrichstr. 224,
Berlin, S. W. 48,
Germany.

Gentlemen:

Referring to your recent letter regarding the prints of our productions "Way Down East," "Two Orphans of the Storm" and "Broken Blossoms" will you kindly, upon receipt of this letter, turn these prints over to Mr. Hubsch of the Transocean Film Company.

Thanking you, we are

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

April 28, 1927.

Mr. F. G. Malone,
1604 Tyler Street,
Amarillo, Texas.

Dear Sir,

Acknowledging your letter of April 17th to Mr. Griffith, Mr. Griffith wishes me to advise you that he regrets he is not in a position to negotiate with Colonel Goodnight at this time, as Mr. Griffith does not know just when he will start his next production and what will be the subject matter of same.

Mr. Griffith is leaving for California within the next week or two, and he will probably make no decision regarding his next production until he arrives there and has an opportunity to look things over, as he has been away from California for the past eight years.

Very truly yours,

Secretary to Mr. Griffith.

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

1927 APR 25 AM 9

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1627 Broadway
PENNA 0540-5

1927 APR 25 A

CCaa68 1/1 NL 18 EXTRA

NEWYORK NY 24

D W GRIFFITH

ESQUIRE 1476 BROADWAY NEWYORK NY

KNOWING HOW INTERESTED YOU ARE IN THE WORKS OF BLASCO IBANEZ A LETTER FROM HIM HAS GIVEN ME THE IDEA THAT MY RATHER UNUSUAL QUALIFICATIONS MAY BE OF SERVICE TO YOU STOP MY INTIMATE KNOWLEDGE OF FIVE LANGUAGES EXTENSIVE TRAVEL IN EUROPE AND THE AMERICAS TOGETHER WITH AUTHENTIC

51

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
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CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1927 APR 25 AM 5

CCAA68 2/53

DATA IN THE MATTER OF PERSONALITIES AND COSTUME I FEEL SURE ARE WORTHY OF YOUR CONSIDERATION STOP IN VIEW OF YOUR DEPARTURE FOR THE COAST I CAN SEE YOU AT ANY TIME YOU MAY APPOINT

MADAME JULLIETTE HERBERT 601 WEST 140 STREET CITY STOP AUDUBON 1140 EXTENSION 44.

NATHAN BURKAN
COUNSELLOR AT LAW
1481 BROADWAY
NEW YORK

TELEPHONE WISCONSIN 8080
CABLE ADDRESS BURKLAW NEW YORK

CHARLES SCHWARTZ
LOUIS D. FRANKLIN
HUGH VOGT
BOLA ROSENBLATT

19

April 28, 1927.

Albert H. T. Sanshaf, Esq.,
150 West 42nd St.,
New York City.

Dear Mr. Sanshaf:-

In answer to your favor of the 21st inst., I shall take steps to renew the copyrights in "Way Down East", but would appreciate your sending me copies of the various agreements with reference to the play and novel, as well as copies of any copyright certificates which you may have in your possession.

I am, with kind regards,

Very truly yours,

Nathan Burkan

LDF:MLE

April 26, 1927.

Lumham & Martin Company,
66 William Street,
New York, N. Y.

Gentlemen:

Referring to your letter of the 18th to Mr. Griffith, I regret to advise that you have been in error in stating therein that you have handled the insurance on Mr. Griffith's Cadillac car for several years, during which time you settled several losses in connection with same. Mr. Griffith has not owned a Cadillac car since he came East eight years ago.

Very truly yours,

Secretary to Mr. Griffith.

COPY

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TREASURY DEPARTMENT

LOS ANGELES, CALIF.

April 26, 1927.

IT:AG.

Mr. D. W. Griffith,
c/o Albert H. T. Banshaf,
Counsellor at Law,
Bush Terminal Bldg.,
130 West 42nd St.,
New York, N.Y.

Sir:

Receipt is acknowledged under date of April 9th of your remittance covering additional income tax for the years 1924 and 1925, with interest, amount to $933.16 and $22.08, respectively. Also of your letter dated April 12, 1927, with which you returned notice and demand covering additional 1923 income tax in the amount of $15,837.52, with deficiency interest of $2,338.63, in which you ask that this office waive the interest.

Be advised that the interest of $2,338.63 is assessed under the provisions of Section 274(j) of the Revenue Act of 1926 and is computed at the rate of six per cent per annum from the due date until the date of assessment on the quarterly basis. Since this assessment is made under the provisions of the law, this office has not authority to waive same.

I am enclosing herewith second notice and demand with the addition of accrued interest, with request that payment be made immediately.

Respectfully,

Galen H. Welch, COLLECTOR,

By E. M. COHEE

E. M. Cohee,
CHIEF OFFICE DEPUTY

ENC.
IMW/MG

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

April 27, 1927.

Miss. C. M. Conway,
Secretary to Mr. D. W. Griffith,
D. W. Griffith, Inc.,
1470 Broadway,
New York, N. Y.

Dear Miss Conway:

Agreeable to the request of Mr. Griffith, we have waived for a period of two weeks only, the regular remittances of $500., with the understanding that he will increase the amount of his payments for the succeeding four weeks so as to make up the deficit.

Very truly yours,

M. Ray Coffman
Assistant Secretary

Form 1228A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 28, 1927

Mr. Sidney Olcott, Motion Picture Director,
Los Angeles, Calif.

Many thanks indeed for your kind wire with best wishes most sincerely

D. W. Griffith

Form 1228A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 28, 1927.

Day Letter

Mr. Joseph Schenck,
United Artists Studios,
Los Angeles, Calif.

Very anxious know your opinion of Dixon story The Torch stop My personal business has held me up for few days but am leaving Saturday on Wolverine stop Am seeing Dixon tomorrow afternoon Would like to know how you feel about story stop Have taken it up with two of smartest editors in America whose business it is to keep track of publics wants in stories and news stop They are men who have made good in boxoffice of their business the very best stop They both think story the best they have heard since Birth Nation stop They are men whose judgment I value so highly that I always tell my stories to them before doing them stop One of them said it is the only thing he has heard in last two years th t he thinks means anything stop Kindly answer to Astor stop Am raring to go Kindest regards

D. W.

(m.d. - 4/28/47)(2)

"The Torch"

The first story under consideration is Thomas Dixon's "The Torch". In its present form, however, it is unnecessarily too long and jumps around too much.

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I think the first scene should open up with John Brown's attempt to liberate the slaves in Kansas, going quickly to his enmity toward the man opposed to his principles.

The scene where Brown comes to the cabin of the leader opposing his mad ideas - knocks at the door.

The wife's protest to her husband against opening the door.

The husband's assurance that it is only wayfarers lost in the wilderness.

Then the entrance.

The demand that the sons be brought down from their refuge upstairs.

The entrance of the sons.

The lonely house in the night.

The mother's plea that the sons be spared.

Brown's murderous answer - "They are cubs now, but will grow to be wolves".

Taking out of the boys as well as the father.

The final granting to the mother of the life of the youngest boy.

Then the execution of the family outside the cabin.

The mother's distraction inside.

This dramatic and thrilling scene should, in my mind, be the very beginning of the picture.

Then to cover time lapses, I think we should go immediately to the romantic love between Robert, the young southern hero and Virginia, the heroine, at the home of Colonel Washington in Virginia.

Then to John Brown in the North, where he secures the support of Emerson and the leaders of Northern thought to get into the South, organize the conspiracy and rebellion among the slaves, let them free themselves with fire and flame and abolish "The monster of Slavery" as Brown expressed it.

Then to the sending of Cook as a spy into Virginia to lay the groundwork - to start the seditious movement - draw maps of the ground around Harpers Ferry and the means and roadways to let the slaves pass out of Virginia into the North and to freedom.

Then to the next scene of Brown in his mad enthusiasm and his fanatical belief that blood alone will wipe out the problem of slavery. Of course, in this draw the big thought which underlies the story - against war. Draw strongly the reasons against the worldwide asinine idea that great problems are easiest settled by the shedding of the blood of innocent human beings.

Then again return to Virginia. The betrothal of the hero Robert and the heroine Virginia.

Then the entrance of Cook on his spying expedition. His letters of introduction that bring him into friendly relationship with the Washingtons. His meeting with Virginia and her awakening to a deeper love for this older man, Cook, than she had ever experienced for the young Robert.

Then to Brown and his ringleaders raising funds for the Southern rebellion.

Then the scene where Robert realizes that the betrothal between himself and Virginia stands in the way of her happiness. Very much should be made of Robert who is, after all, the principle character - his tremendous passion for Virginia and the great sacrifice he makes in giving her up to secure her own happiness, even to the point of congratulating Cook and trying to impress upon him the great value of the gift he possesses in Virginia's love, and a hand shake of understanding between Cook and Robert.

D. W. GRIFFITH COLLECTION
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Then John Brown's arrival in the vicinity of Harpers Ferry. His attempt to secure the help and aid of Stephen A. Douglas, the great leader of the blacks, and Douglas' horror at this mad act that Brown intends to commit, and Douglas turning away from Brown and his wild scheme.

Then to the marriage of Cook and Virginia or an explanation that the marriage has taken place.

Then, as in the story, the raid on Harpers Ferry.

Robert's ride through the country to arouse the white planters.

I think the story, as written, from this point runs fairly smooth. Of course, it would be absolutely necessary to condense and eliminate much, as there are entirely too many incidents and scenes to be put in one picture.

Also the story of Robert should be carried a great deal stronger than in the script.

Then, after the hanging of John Brown and Cock, Virginia's lonelinesa, her sorrow and her family's sorrows and all their suffering during the war should be brought out much stronger so that the two characters, Robert and Virginia, who supply the romance, should be kept always in view until the finish.

There is also marvelous opportunity for bringing out comedy relief through the negro servants.

I have an idea that what war scenes we would use could be taken against an indistinguishable background in such a way as to materially decrease the expense of the picture.

The final scenes should be Robert wounded - his cause lost - Lee's humiliation. Robert's property gone so that he is sick at heart as well as in body. The doctor should make it clear to him that if any hope is brought to him of any possibility of happiness in the future, it will help him to recover his health, and so we go to Virginia being led by the old negro to Robert's side, giving him hope and something to live for.

In the scene between Lee and Grant, this scene could be made very moving by bringing out Grant's magnanimous treatment of his old enemy.

D. W. GRIFFITH COLLECTION
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(n.d. - 4/26/27)(4)

D. W. GRIFFITH COLLECTION
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The other story in mind is the founding of the Red Cross in the Crimean War. We tell the story of Florence Nightingale who, with woman's compassion, wiped out the old horrors and the cruel brutality of the man run hospitals, and established the radiant halo of the Red Cross, the symbol of woman's tenderness and compassion in a bitter world.

In this story is embodied the famous "Charge of the Light Brigade"

"Onward, onwardinto the Valley of Death
rode the Six Hundred
Theirs not to question why,
Theirs but to do and die,
Cannons to the right of them,
Cannons to the left of them,
Volley and thunder.
Onward rode the Six Hundred.

The famous "Charge of the Light Brigade" has been read by everyone. It tells the story of 600 men charging an entire army of 20,000 through the mistake of one of their commanding officers. 600 rode in and 19 came out.

Another story is "The Noose". Also "Saturday's Children" and "Tommy" which is a pleasing, light comedy. For pictures the play I liked best is "The Barker" which I believe has been purchased, but which might be re-purchased. I think it would be a very successful picture.

A very good story, placed in a somewhat western atmosphere is "Black Jack Davy", which is a very fine story of the settlement of Indian territory in the rough days but different enough in treatment to be far removed from the western frontier stories and yet modern enough in costumes and clothing to be appreciated by the public. It has several strong situations, among them being the infatuation of a beautiful young Indian girl who is married to an old man, and her love

for the hero. Of course, the hero loves someone else. The husband who is quite a strong character, is rich in lands and property, but is sullen and vindictive and is jealous of the hero and attempts to kill him. There are many scenes of outlawry and wild adventures, life in those primitive early days - hell-raising, gambling, drinking, and a picturesque background, making it a lively and very good story.

Another idea which, if properly worked out, would be very good is a combination of "The Pit" and Frank Norris' other great story "Wheat". This is a big story of the growth of wheat, the division of the profits, how little the men receive who grow the wheat. Their troubles with transportation and the railroads, and the death of the great wheat speculator who is drowned in the hold of a ship which is carrying his own wheat.

I suppose that westerns of any kind are taboo, although there is a very fine one of unusual plot in "The Limping Sheriff" which is not altogether western but deals with construction camps and an employment agency in Los Angeles, which is really run by the villian.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 20, 1927.

Mr. F. A. Beach,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Beach,

Confirming telephone conversation of to-day, will you kindly let us have a check in the amount of $319.20, payable to the N. Y. Central R. R., representing two tickets and two lower berths from here to Los Angeles. Mr. Griffith is paying his own transportation but I believe it is understood that the United Artists Corporation is to pay the transportation of his staff.

Will you please let me have the above tomorrow. Thanking you, I am

Yours very truly,

Secretary to Mr. Griffith.

GUMALLA, JACOBSON & SPYER

Winchester House,
Old Broad Street,
London, E.C. 2

29th April 1927

Dennis O'Brien, Esq.,
Knickerbocker Building,
Times Square,
New York City, U.S.A.

Dear Mr. O'Brien,

FILM BILL

The Liberals and the Labour Members and their press continue to attack the Bill from different directions, but the Government are agreeing, I believe, to most of the C.E.A.'S amendments. The chiefs of the C.E.A. are getting their way, as I anticipated from the outset, and are supporters of the Bill. I hear no longer of the opposition from Lancashire.

As the Government have decided to use their majority to pass the Bill, I cannot think but that it duly will be passed, in which event the American producers and renters must coolly survey the situation, and indeed, I would recommend them to do this even from now onwards.

The British Gaumont Picture Corporation duly went to the public, inviting a subscription of £2,500,000, and announcing that they had privately arranged for debentures for £800,000 I imagine that the debentures had been subscribed by the Vendors. Despite the vast amount of money spent in advertising the prospectus, and also despite the fact that the direction of the public to this investment was made on the screen at all the Cinema Theatres which have been taken over by this Corporation,

the issue, from the standpoint of the underwriters, has been a huge failure.

The issue was underwritten by Messrs. Myers & Co., the well known stockbrokers, who are very important clients of ours. I wondered that Mr. Myers never consulted me on the matter. I imagine that he was asked not to do so by Mr. Ostrer, who is the promoter behind the scenes. We have also acted for Mr. Ostrer in other promotions of his, but as I am so intimately connected with Allied Artists and with the Universal Pictures Corporation and other American concerns, and as my partner also has a great deal to do with the Stoll Film Co., Mr. Ostrer has never consulted me about his interests in and connection with the Gaumont Company, thinking, quite wrongly, that I would not be capable of giving him disinterested advice.

However all that may be, Mr. Myers underwrote, and in turn, procured sub-underwriters for all the preference and ordinary shares of the British Gaumont Picture Corporation, and the result is that the sub-underwriters have been called upon to take up 96% of the preference shares which they have sub-underwritten, and the issue of the ordinary shares has also been, from the underwriting standpoint, a tremendous fiasco.

I myself criticised the scheme very severely when I first heard of it and still more when I saw the first draft prospectus which got into hands of the sub-underwriters.

Despite my advice, some of my friends have sub-underwritten very heavily and been very badly hit over it.

Personally, I think the British Gaumont Picture Corporation is foredoomed to failure, although, owing to the strength of the sub-underwriters, should get in the end, all its money. Companies usually are lenient in calling up money from sub-underwriters, although, strictly, a company can call up the money from them just as quickly as it could have called up on the public if the public had subscribed the shares.

It is Ostrer and Gaumonts who captured the Federation of British Industries, and then they captured the attention of the President of the Board of Trade and the Blind Booking & Quota Bill has been introduced very much at the instance of this group, Ostrer having it in mind to float this Company and thinking that this Company would be heavily protected by virtue of the Bill, and therefore, would be bound to be a success and that the public would appreciate this fact and freely subscribe to it. In the result, the public has shown that they are very wary about subscribing to concerns which produce or rent films. Indeed, they are very chary about subscribing to the exhibitor end of the business.

The P.C.T. under Lord Ashfield to-day owns about 100 Theatres but it has been a long time building up its present business and its various preference shares are at a discount although they are a regular dividend paying investment, but after all, the P.C.T. sticks to one job, namely, the running

of its 100 Theatres and it does not go in for renting or for producing films.

I had occasion to say to Mr. Bryson the Managing Director of the European once or twice, when he has wondered whether the exhibitors of this country would subscribe in any very big measure to a group of Cinema Theatres, or still more, to a big renting and distributing concern, that I did not think the exhibitors would do so. The exhibitors, I believe, have been very much pressed to take shares in British Gaumont Pictures Corporation, and either have not got the spare cash to do so, or are disinclined to do so.

All these matters are significant and I commend them for consideration at your end.

I am sending Mr. Burkan a copy of this letter, and no doubt you or he will also be good enough to show a copy to Mr. Banzhaf in case it may interest him.

Believe me,

Yours sincerely,

F.M.GUEDALLA

ART CINEMA CORPORATION
TELEPHONE BRYANT 7400

729 Seventh Avenue
New York April 29, 1927.

Dear Mr. Banzhaf:

Enclosed herewith please find check drawn to the order of D. W. Griffith Inc., covering salary for week ending April 23rd, and week ending April 30th.

MVS:AB
Enc.

Yours very truly,

M. V. Shields

Mr. A. Banzhaf,
c/o D. W. Griffith Inc.,
130 West 42nd Street,
New York City.

April 30, 1927.

Mr. Robert Greenhouse,
Selwyn Theatre Bldg.,
New York, N. Y.

My dear Mr. Greenhouse,

Regarding the Videscope camera which you brought to my attention, I want you to know that I am thoroughly interested and impressed with your new development in photography.

You have brought to practical operation a result for which I have long been striving in studio experiments. It has always been a handicap that the regular camera showed only that scene taken in by the single human eye, whereas your improvement embraces the vision of both eyes as is natural to man. This makes for greater economy, improved vividness and more striking naturalism in the scenes to be transported into celluloid.

It makes possible the showing of intimate scenes without the constant shifting of the cameras from one face to another, always a tedious, exacting and expensive task. It broadens the stage for the players in a degree that would offer superior possibilities to the art of pantomime. And for outdoor scenes, there is of course no comparison between what your camera offers and the regulation single lens.

It occurs to me that someone with a bold vision and a courage for trying something not traditional would be the logical person to co-operate with you. Of course, the most original and reliant mind in this business is Mr. George Eastman. He of course is busy with enormous activities in many lines, but if you can find a "George Eastman" who is less busy, he is your man.

Your camera deserves a most thorough trial as I feel it will revolutionize the screen, and if there is anything I can do to aid you in getting it launched, kindly suggest it.

With confidence you will have success, I am

Sincerely yours,

Please return to
Louis Humphreys.
116 West 72 st
New York

76 Samuelson. The Sorrows of Satan

"THE SORROWS OF SATAN."

Have YOU Booked

The . . . . Sorrows . . of Satan

BY

MARIE CORELLI,

FEATURING

GLADYS COOPER
Lady Sibyl Elton

OWEN NARES
Geoffrey Tempest

CECIL HUMPHREYS
Prince Lucio Rimanez

It is a Big Winner. Don't wait till the opposition have booked it.

WIRE IMMEDIATELY!

WALKER'S PRODUCTIONS Ltd.,

89-91, WARDOUR STREET,

Telephone: Regent 5232. **LONDON, W.**

"The Sorrows of Satan"

From the World-Famous Novel of that title by MARIE CORELLI

AN ALL STAR CAST

LADY SYBIL ELTON

Miss GLADYS COOPER

GEOFFREY TEMPEST

Mr. OWEN NARES

PRINCE LUCIO RIMANEZ

Mr. CECIL HUMPHREYS

In Five Acts. Running 1¼ hours.

Miss Marie Corelli has a large reading public, and probably one of her most successful novels, if not her best work, is that fascinating story "The Sorrows of Satan," in which Miss Corelli gives so effective a pen picture of Satan in the character of Prince Lucio Rimanez. To give details of the story is unnecessary; suffice is it to say that the filmed version follows fairly faithfully the letterpress, and the picture is most interesting to view. It is the production of the Samuelson Company, who were responsible for the very fine version of "Milestones" shown at this theatre last week. Mr. Owen Nares takes the character of Geoffrey Tempest. Mr. Cecil Humphreys is uncannily clever as Satan, and Miss Gladys Cooper is an excellent Lady Sibyl.

* * * *

I saw striking evidence of the improvement of the British film in Leeds this week. A fine-going friend of mine found it hard to believe that the production was not American. There are other signs that the British producers are making good. Such works as the great "Masks and Faces" Ideal film, which boasts in its cast nearly all the "stars" of the English stage, and the "Sorrows of Satan," with Gladys Cooper, Owen Nares, and Cecil Humphreys, should help on the good work.

The policy of enterprise—first class film programme, and good accompaniment—adopted by the management of the Queen's Picture House, continues to have its reward—crowded houses. This week there are two programmes, but each embraces "The Sorrows of Satan," based on what is generally regarded as Marie Corelli's most sensational novel. It is a magnificent production in every respect. The cast included three stage favourites—Gladys Cooper, Owen Nares, and Cecil Humphreys. This is the first part of the vivaciousness type which Miss Cooper has played. But she is a beauty with brains, and her delineation of the character of the Society girl who is a victim of circumstances is most convincing. In the *rôle* of Satan on earth Cecil Humphreys is undoubtedly the success of the play. His stage presence is admirable, and his wonderful power of facial expression, combined with true insight into character enables him to undertake a most difficult *rôle* without exaggeration. Owen Nares, who, like Cecil Humphreys, has been appearing in *Romance*, plays up to his reputation.

An excellent film production by the Samuelson Company of Miss Marie Corelli's powerful novel, "The Sorrows of Satan," is the great attraction at the Temperance Hall. Those who have read the book will realise the immense difficulties which have to be overcome in a film version of it, and yet they have been overcome.

Miss Gladys Cooper, the famous London actress takes the part of Lady Sybil, and makes the most of it. Her acting is, however, somewhat overshadowed by that of Mr. Owen Nares as Geoffrey Tempest and Mr. Cecil Humphreys as his Satanic majesty. These two are acting together in "Romance" in London at the present time, and co-operate wonderfully. The result is some of the finest scenes that have been seen at this hall. Mr. Humphrey's facial expression as Prince Lucio was extraordinarily good; he is built for the part—and he lives it.

Readers of the novels by Marie Corelli will revel in the five-part film adaptation of "The Sorrows of Satan," which is being screened at the Cosy Corner Picture House this afternoon and evening. The film story keeps to the lines of the novel and throughout there is an element of weirdness and mysticism that will appeal even to the habitual cinema-goer. There is some masterly acting by Miss Gladys Cooper, Mr Owen Nares, and especially by Mr. Cecil Humphreys in the rôle of Prince Lucio, a man who has a mission on earth.

Bringing "Lucifer" to the Light.

"PLEASE allow me to say a few words in appreciation of Cecil Humphreys, the actor who impersonated 'Lucifer' in Marie Corelli's immortal romance, "The Sorrows of Satan." Although I have been a fairly constant reader of your bright little journal, I have not noticed any paragraph, biography, or portrait of this actor, whose light—metaphorically speaking—has been hid under a bushel, as regards his film career, at all events. I should imagine that to play the part of the 'Angel of Sorrows'—especially by facial expression only—is the most difficult of all parts which it has hitherto been man's lot to play before a camera; but notwithstanding the extreme difficulty of the impersonation, the work of the artiste was superb. It is my sincere wish that we should see and hear a great deal more of this splendid British star."

L. M. F. (Weston).

More Light on "Lucifer."

"I AM writing this in appreciation of the letter by L. M. F. (Weston) in your issue of September 29th--October 6th. I had the pleasure of seeing Cecil Humphreys in *The Sorrows of Satan*, and so enjoyed his acting that I had to see the whole thing again. I never go to the pictures less than twice a week, and have therefore seen a large number of actors, but in my opinion none of them could have acted 'Lucifer' as Mr. Humphreys did. He was so extremely fascinating, yet behind the smile on his face there was always something that made one realise his cold, unscrupulous nature. Being so clever an actor, I was rather surprised to see the very small part he took in *The Life-guardsman*. It was that of servant to the Prince, and he only appeared once."

G. F. S. (London, S.W.).

MUSEUM OF MODERN ART FILM LIBRARY

"THE SORROWS OF SATAN" (Walker's Production).

A WONDERFUL AND SUPERB SAMUELSON PICTURE.

"The Sorrows of Satan" is an exceedingly well-produced film, with a certain dignity and sincerity that is pleasing. Mr. Cecil Humphreys as Prince Lucio is naturally the central figure, and his acting, his peaked eyebrows, and his curious, one-sided smile are a tour de force in conventional wickedness. The acting of Miss Gladys Cooper has the intense quality which is telling on the screen, and it would be difficult to say positively that she overdoes the agony sometimes when great emotion is hardly called for.

The Expulsion.

The film opens on a wild landscape, set with mountains, "without form and void," where the fallen angel himself,

who had dared to try to emulate God, is being dismissed to prey upon the human race. No hope is there of pardon for him and return to Heaven until man rejects his sovereignty and temptations. He creeps down the mountains, which are smoking as if with the fires of that hell over which he is doomed to reign. We glimpse him encompassing his initial sin on earth—the allegory of Adam and Eve in the Garden of Eden.

It is in the guise of a man of fashion that we see him here. The devil—top-hatted—is always with us, possibly; at our elbows, entreating us to walk the broad ways of easy pleasure. Geoffrey Tempest is in this wild romance of Satan, who is his chosen protagonist.

Tempest is a despairing author, but one day he has the "devil's own luck": he inherits five millions. Enter Prince Lucio—in other words, "God departs and the devil walks in."

Lucio knows everyone, and, intimately, the Earl of Elton, who is an impoverished peer with an ailing wife and a penchant for a crude, rich American girl, Diana Chesney. Also he has a lovely daughter, Sybil, who sees the intrigue wing between her father and the nouveau riché. Tem-, being a millionaire, naturally becomes a Society lion. Lucio tells him that practically "Lady Sybil is for sale," and in the Earl's theatre-box—a scene very finely produced, by the way—the doomed young couple meet.

Events march rapidly. After a dinner at the Ritons', the Countess is carried down to the drawing-room, where Lucio sings to her what must surely be the grimmest love-story ever written. He watches with devilish glee her tortures, for it is a song written by one of her many former lovers, and none other than themselves know even of the words. She is seized with a stroke, and the American heiress vanishes. Soon Lady Sybil is marrying Tempest, although devoured by love for Lucio. All the materials for lurid drama are here. When Lucio, claiming his privilege as best man, kisses her, he intensifies her unholy desires.

About this time the two men call upon a Miss Mavis Claire, a popular authoress, who lives near a country estate that Tempest has bought. It is interesting to note that while blind man cannot discern the false friend, Miss Claire's dog proves a better judge of character, flying furiously at Lucio as he enters the room.

Fearful Eternity.

Soon the honeymoon is palling on Lady Sybil, and we reach the great climax, where, leaving her room, she searches for the being whom she loves. We see her passionately pleading to him—and his rejection. Tempest watches the shameless woman escape to her room. She poisons herself, and leaves behind an illuminating and dreadful letter, from which Tempest at last learns of his deadly enemy. Heart-tearing is this series of episodes.

Lucio throws off the mask completely, and Tempest has the opportunity now to choose definitely between Evil and Good. He rises to the occasion, and rejects the devil and all his works. In doing this he has gained one hour of grace for his once-friend. For Lucifer, having been rejected by man, hears the Divine call:

"Arise, Lucifer, son of the morning. One soul rejects thee—one hour of joy is granted thee. Hence, and arise."

So the eternity of punishment is lifted for a brief space from this impure soul, and we see him treading the smoking mountain-side, climbing higher and higher, until once again he confronts the dread Archangel and his Heavenly Host. The lesson is complete—by the divinity in man will the Evil One be reclaimed.

The acting is powerful. Magnificently do the theatrical stars, Gladys Cooper and Owen Nares, blaze against the light of Lucifer—who is a host in himself. We compliment Cecil Humphreys on his portrayal of Satan. His facial play is remarkable: Prince Lucio will remain long in our memory.

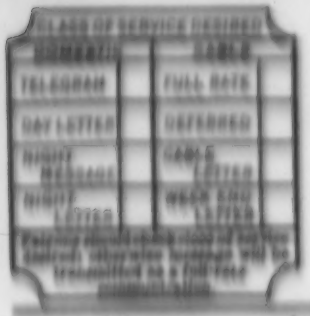
One can have little pity for the "hero"; he is fustian, and deserves all that he gets. Riches have always been the ruin of the literary man—inspiration flies before comfortable surroundings. Lady Sybil (Gladys Cooper) is just one of those unfortunate Society beauties who have no chance. From childhood they are marked out "for sale," and she here but fulfils her destiny. Very shrewd is Mavis Claire's (the famous authoress) advertisement of herself as the "genius." We easily recognise in her ———.

The settings are opulent, bizarre, appealing, as the episode demands. The opening and final pictures are of peculiar beauty, although the Archangel Gabriel does not convey that air which we believe must be the attribute of the chosen of God. Still, the film is so adequately done on the whole that we cannot carp.

There was not even standing room in the Shaftesbury Pavilion at the trade show, and all points to a gigantic success for Walker's Productions, Limited.

Form 1002A

Charge to the account of D. W. Griffith, Inc. $



WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 8, 1927.

Los Angeles Biltmore Hotel
Los Angeles, Calif.

Kindly reserve suite for Mr D. W. Griffith arriving Wednesday

G. M. Conway, Secretary

Dear Albert

We send David a ham about three weeks ago would like to know if he got it. if not we want to trace it up. We sent it by express

I hope this find you all well and happy as we are. All well as usual. Would like to hear from you occasionly! with love to all

Sincerely
Sister Mary

Dear David
you forgot to sign check
I want to thank you a thousand times for sending them - you dont know how much it means to us in our old days. Sister Ruth was out Thursday. all well
with lots of love
Sincerely
Sister Mary

n.d. file 5/3/27

May 5, 1927

Mrs. D. W. Griffith,
La Grange, Ky.

Dear Madam,

Mr. Grey has asked me to advise you that the hem which you so kindly sent to Mr. Griffith was received in good time, and Mr. Griffith deeply appreciates the kind thought on your part.

Mr. Griffith left for California on Saturday where he will remain for several months, at least.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#26.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

May 5, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $1,000. which was received in this morning's mail, and which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Yours very truly,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

May 4, 1927.

Dear Mr. Griffith,

Will you please give the enclosed envelope to Willard or Hyahi. It contains the Bill of Lading for the Hispano which Raymond sent by freight yesterday, and it will be impossible to get the car unless this Bill of Lading is presented, so please tell Willard or Hyahi to be very careful of it. You might instruct Hyahi to watch out for the arrival of the car, by telephoning the freight department every day or so. As I said, the car left yesterday, and it should take about ten days. All the charges at this end are paid.

I am having the locks on your trunks fixed and will ship the balance of your clothes by express just as soon as the trunks are ready. I am sending the Victrola and all the records to storage with your other stuff. After your clothes and trunks are shipped I will have all the books packed in a crate and shipped by freight. I moved all your possession into a small room at the Astor, in which we can do the packing.

I am enclosing herewith the letter for Mr. Greathouse. I have left out the part you specified. Will you kindly sign the letter and return it in the enclosed, addressed envelope.

I hope you had a pleasant journey and that you found everything in California pleasant. I am sure they welcomed you back with open arms. What is our loss is their gain. If they make it too pleasant for you out there, I know you will stay. However, there or anywhere else in the world may you find always the best that life can give you, good fortune, health, success and above all, happiness, and please do remember that wherever I am, I will always be waiting to serve you. We miss you greatly.

Sincerely,

MILGUS REALTY CORPORATION
366 MADISON AVENUE
NEW YORK
VANDERBILT 4400

May 4, 1927.

Mr. Raymond Klune,
c/o D. H. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sir:

Having had quite a lot of packing to do today I did not get an opportunity to see you.

Mr. Bert Levy will have charge of the office #1108-09. You will find him a very reliable person, who has at the present time, a deal with the Commodore Athletic Club, a new organization on 42nd Street, between 8th and 9th Avenues.

We will mail you a check each month for your rent, and Mr. Levy will handle the telephone calls as we have.

Yours very truly,

M J Gusdofer

MJG/WMR

1059

SOCIETY OF
MOTION PICTURE
ENGINEERS

Mr. M. W. Palmer, 38 Bromfield Street,
Famous Players-Lasky Corp. Wollaston, Mass.

Dear Mr. Palmer, May 4, 1927.

It is lucky that I have a habit of making carbon copies of all that I write, as the MSS. was sent to the printers yesterday before I received your letter of 2nd. It is unfortunate also that I use the backs of such copies for drafting notes and calculations consequently the enclosed are not very clean on the reverse. I had actually torn some of the sheets and consigned them to the waste paper basket, but was able to rescue them with the exception of half a sheet which I have retyped.

I have by this post instructed the printers to send you as soon as possible a clean galley proof of the notes. This may have some typographical errors which you will excuse.

I propounded a scheme to Messrs. Cook & Porter as to the formation of a committee to make brief abstracts of all patents relating to cine' work and publish them in the Transactions. But they rather damped my enthusiasm by drenching it with cold water.

What do you think of such a scheme? You are better able to judge of its value than I am, for actually my interest in cine' work is more academic than practical, save for color.

It would be a big job, there being about 10,000 patents, American, English, Franch & German in all. I have abstracts about 4,000 and records of about 1500 more, My idea was that the Society should classify them and publish as a permanent record in the Transactions, possibly extending over 2 years,

as it would cost about $400.00 to print the same.

The ideal plan would be to purchase, classify and store actual copies of all patents in some place easily accessible to all members. But till we become rich and have a permanent home and secretary this is a mere Utopian dream.

Yours sincerely

E.J.Wall. (signed) E. J. Wall

Photographing Model Scenery.-Writers in the lay press and in journals of the tit-bit type delight in giving away what they believe to be the secrets of cinematography, and we often read of how railway accidents and other exciting events are photographed from well-made models. The idea, however, is by no means so new as many would have us believe it to be. In the 'sixties of last century, when the stereoscopic craze was at its zenith, many interior views were obtained from models. Many of the once famous Ferrier and Soulier stereoscopic interiors were made from models, and their successors, Levy et ses Fils, often built up a small model in order to make a stereoscopic negative of it when the picturing of the actual scene was impossible, and the work was so well done that few, if any, who purchased the pictures were aware of the desception. The models were, of course, made mainly from monocular photographs in order to picture the details as accurately as possible. A. " B. J. " correspondent, who a generaion or so ago worked in the famous stereoscopic studios at Grenelle, a suburb of Paris, assures us that the models were most realistic, much time and thought being expended in their production the firm employing an expert scenic artist and model maker, one of whose masterpieces was an interior of the Coenaculum (Tomb of David), which may be in some of the collections treasured by admirers of the steroscope, (Brit.J.Phot.1927,74,234)

The correspondent referred to above is undoubtedly P. R. Salmon.-E.J.W.

Clive, J.G. E.P. 5,129-1855

A portrait or group is taken on glass and the background removed. A scene to form the background is then taken on the other side of the glass or on a separate sheet, which is placed behind the first. Figures or objects taken at different times can be brought into one picture.

Laroche, W.J. - E. P. 820-1866.

Placing in front of and close to sitters a screen or frame covered with canvas with an opening cut in the latter. The opening may be surrounded with ornamentation. By means of the ordinary camera and processes, the frame and sitters are photographed at the same time, the result being a composite picture with portrait and ornamental frame complete.

Hemery, T.G. - E.P. 89-1870

Various methods of obtaining impressions of two sitters on one plate are detailed, but one that may be of interest is as follows; one of two similar impressions of one figure is rendered opaque and is placed in front of a second plate in the camera so as to print a transparent figure thereon. The second plate and the unused impression of the first figure are combined to afford a single negative. According to another method the background in one negative is transparent and opaque in the other and the two are superposed and a transparency made of the combination.

In 1875 an English provincial photographer, named Tilley 1 advertised that he had a new invention of photographic combinations and that while practically defying one and all to discover his method, announced his intention of giving his system free of charge to anyone who discovered his secret within 6 months. Soon after J. Werge, a well known figure

of the early days, described a method of putting in a background by photographing a sitter against a dark, plain ground and using another and paper negative of the desired background from which the figure was cut and superposing on the original negative for printing. Twelve months later Tilley's secret was out, for the patent was published 3 and it resolved itself into photographing a sitter first against a dark background, then photographing the desired ground on the same plate by the interposition of a positive just in front of the plate, the sitter still retaining his pose, and being throuwn into comparative darkness by curtains.

E. Dunmore 4 described the use of separately taken landscapes or interiors for this work, as employed by a Mr. Edge. The latter in describing his 5 said: "the carte-de-visite photograms of figures with natural backgrounds, made by me some 20 years ago, were printed from two different negatives; the figure and foreground from one, and the natural background from the other." Some excellent pictures are reproduced. Practically the same method was patented by L. Schulze 6.

In 1894 F.F.Weeks & J. Riley 7 patented a method of posing a living or artificial model in front of a plain, white background. The negative was then blocked out, leaving nothing but the subject visible. An enlargment was made and scenic effects etc. were hand-drawn on that. This print was then photographed to make the 'working negative'. The patent is very comprehensive and worth careful perusal.

There seems to be a curious gap here, for the next patent that is of any interest was granted by F. J. Dischner 8

which is fully described and illustrated in the British Journal of Photography. This is again the use of black grounds and a transparency of the natural scene etc. in contact with the plate while the sitter retains his pose against the white ground. This is essentially the older process without, so far as I can see, any point of novelty. A precisely similar patent was granted to F. J. Mohr & J. Vicent 9.

The most important reference that I have been able to find is to "an apparatus for making composite negatives direct in the camer. Sold by Halford & Thompson, 4 Broadway, Hammersmith, London, W. " 10. This would seem to have been invented by W. B. Henderson 11 and is officially described as " a shutter or screen for exposing a plate in sections", and the specification itself does not give one any idea of the apparatus, which is fully described in the B. J. Thus:

"The apparatus consists of a framework very similar to the skeleton frame of an Eastman roll-holder, which is mounted on a square open frame by struts which allow its distance from the supporting frame to be adjusted. The frame fits into the back of the camera at a distance of, say 3 inches to 4 inches from the focusing screen. It is, however, but the means of bringing into action the essential part of the apparatus - viz. a flexible band wholly of black paper with certain apertures in it, or partly of paper and partly of celluloid, for the distinct purpose which will be seen in a moment. In either case the band is wound across the space between two rollers, and is caused to halt at any desired point by register marks on its edges and one center mark on the framework which supports it."

The method of obtaining three images on the same plate are then given it being stated that they "merge into each other without the sign of a join, so that all three may be printed as a complete photograph, or each one completed separately." The method of securing a fram round a portrait is given. But the most interesting part is as follows:

" It is, however, in the use of the apparatus for employing minature accessoreis as full sized backgrounds that the most ingenious application of the apparatus is found. Figs. 3 and 4 are examples. The manipulation is precisely the same as just outlined, that is to say, the sitter is photographed through a mask, any size and shape thought desirable, the complementary disc wound into place, and a second exposure made on the minature model of a room, a doorway, a wall, or any other object thought suitable as a background or accessory. The blinds, both "all-black" and"black and transparent" are obtainable in considerable variety, devised to serve the photographer in the production of commercial styles of portrait. Fig. 5 is an example of a Corot landscape used in this way. We have not spoken of the amateur model of the apparatus devised to fit on the lens hood, but it has certain valuable properties for landscape photography in the way of equilizing exposures and even producing combination photographs in the field. This instrument was called the "Thaumatoscope" and was sold for 30 shillings ($7.50). It would seem to me to be a very distinct anticipation of many of the more recent devices used for cine'work.

We then come to the patents of H. Sontag 12, of Erfurt, Germany. In these the background was projected on to a translucent or transparent screen behind the sitter. After

detailing the defects of prior methods the specification reads:

" The drawbacks in question are obviated by the new process which enables the object and the background projected to be photographed with only one exposure of the plate. The object can be lighted both by daylight and by artificial light. The process itself by which this result is obtained, chiefly consists in the picture forming the background being projected on a screen colored with a color which has slight chemical action, such as yellow, red, green or the like, the object to be photographed, suitably lighted being in front of the said screen, and being photographed with the background projected by a single exposure of the plate."

It is unnecessary to quote further, enough has been said to show the purpose of the invention. But a further reference

13 to this patent gives some added information of which the following is a translation:

" This process is already known in its essentials. In the Brit. J. Phot. Almanac, 1893,650 (Phot. Archiv. 1893,77) A. L. Henderson made the following suggestion; in the middle of a studio, of 10 to 12 meters length, is placed a large screen of oiled paper, the space behind this is darkened and at the end of this space is erected a projection apparatus, by the aid of which the picture, suitable for a background, is projected on to the oiled screen. The sitter is placed far enough from the oiled screen, used as a background, so that the daylight does not have access to the illuminated screen in such strong degree, that the projected image is destroyed. The effects on the screen can naturally be varied. Dr. E. Buchner (Phot. Korr. 1893,203,

with illustration) constructed such an arrangement on March 6 1892. In Buchner's arrangement the oiled screen is combined with dark curtains, joined to the rear wall; in front are side shields, at least from 1 to 1.5 meters wide, to keep all daylight from the screen. Here the sitter is placed."

Eder adds: "With all the three cited processes the fundamental idea is the same, in Sontag's method the novelty is the yellow, green or red coloration of the transparent screen, by which it is possible to reproduce the contrasts of the transparency in rooms birghtly illuminated by daylight or artificial light, with undiminished sharpness, and that the tunnel-like erection is avoided."

E.Neame,-E.P.153,111,1919; Brit.J.Phot.1921,68,21.

Ealaboration of the above method

Patents relating to the making of

Composite pictures.

Dawley, J.S.-U.S.P. 1,278,117, 1918.

Introducing backgrounds with a sheet of glass, acting as a light-splitting mirror through which the images of actors are transmitted direct, while the background is reflected.

Brownley, L.E.-U.S.P. 1,355,648.

Making stencils photographically from negatives and combining silhouette or detail figures with a background.

Presicce, G. de L.-U.S.P.1,358,110;E.P. 144,408, 1919.

Reflection of cine' pictures by large mirror to camera, with actors between mirror and camera.

Bleres,U.-E.P. 511,168.

Scenes and backgrounds projected on to suitably placed screens.

Behrens, J. - D.R.P. 323,939

Background projected on to translucent screen, recalling Sontag etc.

Petra Akt.-Ges.-D.R.P. 326,527

Ditto

Hall, W.L. - U.S.P. 1,372,811

Miniature paintings placed in predetermined places and taking them with portions of scene not obscured by miniature.

Smith, H.A.-U.S.P. 1,394,797.

Projected images which may be of objects at different distances.

Goetz, H.I.-E.P. 169,233.

Making silhouettes, as outlined in some of the early still patents, For moving pictures, two negatives are simultaneously obtained, one through a filter of the same color

as the background, the other with complementary-colored filter.
Buttmann, W.-D.R.P. 326,744.

Three transparencies between the camera and a light, one is fixed, the second adjustable in its own plane and the third adjustable to and from the camera.

Barker, D.- E. P. 166,169.

Making masks and using them before a background

Coppier, A.C.-E.P. 166,649.

Method similar to Weeks & Riley, of 1894.

Capellani, P.-F.P. 548,352.

Mirror system for instroducing pigmy images.

Micheler, H.-D.R.P. 379,376

Inclined transparent mirror superposing a second scene on principal one.

Douglass, L.F.-U.S.P. 1,438,906;1,477,999; 1,504,328; 1,531,693; 1,532,236; 1,591,296; 1,424,886; 1,482,068; 1,482,069; 1,482,070; 1,508,509; 1,543,065;

All refer to supplementary lenses or prisms for obtaining two images on one picture space.

Griffith,D.W.-U.S.P. 1,476,885

An artificial scene built in minature outside a window, with actor in front of window, Separate lighting for actor and scene.

Kessel, H. von-E.P. 219,993; D.R.P. 399,652.

Practically making silhouettes by the use of two backgrounds and combining with the object negative; Variant of the very early types.

Driger,J.-F.P. 579,605

Trick camera with two lenses at right angles to throw different images on both sides of the same film gate.

Armani,E.-F.P. 383,759

Apparatus for taking and showing trick pictures.

Withers,J.G.-E.P. 233,654; 234,542

Part of object only erected and reproduced by mirror having a contour corresponding with part of the object on a reduced scale, the remainder of the scenery being arranged behind the mirror or as a picture so that when the two are combined a complete object is reproduced.

Wilke,N & P. Minin.-F.P. 388,560.

Use of minature sets.

Anderele,R.-D.R.P. 416,582.

Stand for making trick pictures from several negatives Griffith,D.W.-U.S.P. 1,554,210

Gauze curtain interposed between foreground and background.

Schufftan,E.-U.S.P. 1,569,789;1,601,886;1,606,482;1,606,483.

Use of one or more reflectors, minature sets etc.

Bartholowsky,J.-U.S.P. 1,574,464

Scenery on a reduced scale above the level of moving objects

Seitz,J.F.-U.S.P. 1,576,854.

Specially prepared masks so that individual frames may be printed with scenes taken at different times.

Kohler,W. & E.Schufftan.-D.R.P. 428,589

Object placed behind a perforated mirror which reflects another object on different scale

William,F.D.-U.S.P.1,589,731.

Projecting part of a view, drawing in the remainder of the scene and photographing the result.Cf. Weeks & Riley 1894

Heppach,R. & W. Voss.-F.P. 404,472;D.R.P.451,072;458,133;
E.P.254,920

Transparencies of scenes which may be interposed as desired.

Continental & Overseas Trust.-F.P. 611,746

Adjustable mirrors that may be of multiplying type so as to make a few appear a crowd.

Aktien-Gesellschaft f.Spiegeltechnik.-E.P.250,464; 250,061; D.R.P.407,592; 571,567; Cf.E.P.233,645;234,542;F.P.594,460

Mirror so near camera that the outline through which the part scene is transmitted is not sharp; the outline may be an irregular edge of reflection coat.

Anderle,R.-D.R.P.416,582

Scenes drawn on two bands differently illuminated and combined by mirror systems

Twele,O.-D.R.P. 404,511

Minature mirror images of objects taken with models

Thoms,P.-D.R.P.396,139

Modification of Sontag's process

Leventhal,J.F. & M.Fleischer.-F.P.117,839

Enlarging ciné film, altering these where required and photographing down again.

Engelsmann,A.-D.R.P.409,314

Built-up scenery with mirror reflecting a view

Dawley,J.S.-U.S.P.1,463,802

Sitter taken against black bankground and another ground obtained by second exposure.

Sutcliffe,G.H.-E.P.175,020.

Transparent mirror at angle of 45° in front of lens reflecting background, scens,or cine picture to film at same time as real picture is taken.

Hammeras,O.R.-U.S.P. 1,540,213.

Painted scenery on glass plate in front of fixed scenery

Scholl,H.-U.S.P. 1,675,216

Making masks for multiple exposures photographically, presumably on metal.

Baker,F.F.-U.S.P. 1,610,410

Making mask photographically and combining with other films for a final picture, calls for the use of three films besides the final one.

Dunning,C.H.-U.S.P. 1,613,163

Using a positive with toned shadows and highlights of neutral tint in front of film during exposure to a scene, which has a background complementary to that first used.

Seitz,J.F.-U.S.P. 1,616,237

Making enlargment of picture and building out parts to produce proper shadows

Schufftan,E.-U.S.P. 1,613,201

Two cameras at an angle to one another with reflecting surface at the intersecting plane, so that one scene is reflected into one camera and the other taken direct. A complementary mask eliminating any desired parts.

Kohler,W.-D.R.P.409,974

Combination of natural scene with copy of another, the latter being placed in film gate.

Patents relating to Cartoon-making.

Sudman, G.L.-U.S.P. 1,198,595; 1,198,600.

Sudmann & W.D. Hopkins,-U.S.P.1,198,599.

Producing cine'pictures from plastic materials.

John.R.-U.S.P. 1,216,695.

Stumbaugh,H.V.-U.S.P. 1,246,155

Aument,C.M.-U.S.P. 1,250,871.

Taylor,H.P. & W.W.Wheatly,-U.S.P. 1,275,496.

Leventhal,J.F.&M.Fleischer.-E.P.117,859.

Brainard,L.S.-U.S.P. 1,301,558; 1,307,846.

Julius,H.-E.P.147,951.

Brownley,L.E.-U.S.P. 1,355,648

Willia s,D.J. & T. Davies.-E.P. 151,102;U.S.P. 1,319,820;
F.P.507,159

Lederer,C.F.-U.S.P. 1,375,918; 1,446,123

Hurd,E.-U.S.P. 1,380,298

Hall,W.S.H.-U.S.P.1,372,811;E.P.165,309;F.P.526,682

Merrill,W.H. & T.C.Martin.-U.S.P. 1,265,352;E.P.175,912;
F.P.532,879;D.R.P.370,261.

Ahbe,W.F.-U.S.P. 1,416,154

Giffen,B.E.-U.S.P.1,427,564

Barker,D.-F.P.544,520; Austral. P. 762, 1921; E.P.186,189.Like Ahbe.

Parolini,C.-E.P.186,998;F.P.548,407

Galoyer,R. & A. Yvetot,-F.P. 548,458

Capellani,P.-F.P.548,352

Pennington,L.T.-E.P. 221,564

Wilson,C.J.-U.S.P. 1,490,302.

T.Sarg (Bioscope,1922,Jan.12,21) suggests the use of black marionettes hung behind a white sheet, in front of 'shadow Box'.

It would not be fitting, of course, to pass over references in the literature, and I have done my best, but unfortunately I only have access to one or two French and German papers.

First must be noticed the papers which have appeared in our own Transactions: A. B. Hitchins, " A method of using Minatures or Models for the introduction of extra detail in Motion Pictures". 1922, #15, 41. J. A. Ball. Theory of Mechanical Minatures in Cinematography". 1924. #18, 119, W. V. D. Kelley, 1926, "Trick Photography". #27, 1928, C. L. Gregory, chronologically because it is a very useful summary of various processes. The only fault I find with it that the author did not give chapter and verse of the first use of the methods outlined.

G. O. Stindt, " On the Use of Models", Filmtechnik, 1926 2,340. S. Lhotka, "On the Making of Berspective Models". Filmtechnik, 1926, 2, 414. G. Seeber, " On the Making of Doubles of Persons by means of two cameras, one above the other". Kinotechnik, 1922,4,614; Filmtechnik, 1926,2,223. E. Palme, " Description of an Amateur's Trick Table", Filmtechnik,1926, 2,327. Full illustrated descriptions of Schufftan's methods are given by: G. O. Stindt, Filmtechnik, 1926,2,173; L. Wiltin, ibid., 1926,2,237; Kinotechnik, 1926,8,285; H. Pander, Phot. Ind. 1926, Aug.9; Filmtechnik, 1926,2,418

ART CINEMA CORPORATION
TELEPHONE BRYANT 7400

729 SEVENTH AVENUE

NEW YORK May 6th, 1927.

Dear Mr. Banshaf:

Enclosed herewith please find check drawn to the order of D. W. Griffith Inc., covering salary for week ending May 7th, 1927.

MVS:AB
Enc.

Yours very truly,

M. V. Shields
per A.B.

Mr. A. Banshaf,
c/o D. W. Griffith Inc.,
130 West 42nd Street,
New York City.

May 6, 1927.

Mr. D. W. Griffith,
Los Angeles Biltmore,
Los Angeles, Calif.

Dear Mr. Griffith,

I am in receipt of the report for the month of January from the European Company of the United Artists. For the one month period they show a net profit of $35,457.01. I am also in receipt of the statement of the English Company of United Artists which shows a net profit for the year ending April 2, 1927 of $193,892.35. However, their German company shows a loss for the year in the neighborhood of $40,000.

On a whole I think these reports are very gratifying, and in view of the new policies adapted by the domestic company it seems only reasonable that this year will show a very substantial profit throughout the entire world, by which, of course, we will be greatly benefited.

I am sending you this information for the reason that I think you will be - or should be - greatly interested in it, and I will continue to send them from time to time as I receive them.

I am enclosing herewith check in the amount of $2900, representing your salary for the W. E. May 7th, less certain deductions as per your understanding with Miss Conway.

With kindest regards,

Sincerely,

RAK/CC

May 6, 1927.

Mr. A. M. T. Banshaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf,

Please be advised that included on our receipt from the Consolidated Film Laboratories, for the negatives of our pictures, is listed

"Paddy the Next Best Thing"
"A Woman's Secret"

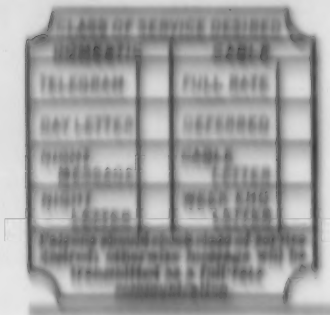
I am giving you this information so that you can properly place the responsibility for these negatives.

Very truly yours,

RAK/CC

Form 1000 A

Charge to the account of D. W. Griffith Inc. $



WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — A. N. WILLEYER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Day Letter May 7, 1937

Mr. D. W. Griffith
Los Angeles Biltmore
Los Angeles, Calif.

Four trunks shipped to Biltmore via express today prepaid stop Sending keys via airmail stop Kindest regards

G. H. Conway

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Ramshaf

From G. H. Gomery

Date May 7, 1927

Time

Reply to

Dear Mr. Ramshaf:

The enclosed explains itself. Mr. Griffith received the first letter mentioned herein a few days before he left for Coast, but he ignored it, whether through lack of time or not desiring to answer it I do not know. I rather imagine he would not care to do as asked, then again he may, but inasmuch as the letter mentions your name I think a letter from you would settle the matter. Incidently, Ramashew took some of our prints to Russia to sell the rights or obtain distribution, but he never did anything with them. We finally had them returned, but I recall something having been mentioned about the pictures in question having been shown in Russia, but we were never able to find out definitely.

Please make all replies on back of this memorandum.

May 7, 1927.

Mr. G. J. Lloyd,
c/o Mr. D. W. Griffith,
United Artists Studios,
Los Angeles, Calif.

Dear Mr. Lloyd,

Last week a gentleman telephoned you, and when I advised him you had left for the Coast he asked if I knew what had been done by you about securing Mr. Griffith's endorsement of Lucky Strike cigarettes. I advised him I knew nothing of the matter, but asked him to write a letter and said I would forward same. However, he did not write the letter, but today I received the enclosed for Mr. Griffith, addressed to the Astor. I have written Mr. Woolf that I am forwarding his letter to Mr. Griffith and that he will, no doubt, receive a reply in a short time.

Will you please take this matter up with Mr. Griffith and advise these people accordingly.

Hope you had a pleasant trip and that you like your new quarters. Give my very best regards to everyone. Ray and I feel like occupants of "The Deserted Village".

Very truly,

May 7, 1927.

Dear Mr. Griffith,

As per my wire, four trunks, containing all your clothes, etc. were shipped via express yesterday, addressed to the Los Angeles Biltmore. Enclosed herewith you will find four envelopes of keys for the trunks, and I hope everything will arrive in good shape.

I have packed all your books in seven wooden book boxes. However, it would be too costly to send these by railroad freight as their rates are very high, and I am therefore sending them by boat freight, via the Panama Pacific Line, on a boat sailing May 14th, which will arrive in Los Angeles about June 2nd or 3rd. This method is much cheaper and as I know you will be able to do without the books for a little while longer, I thought it best to use that means of transportation. When I ship the books I will send the Bill of Lading to Willard so that he can look out for the arrival of the boat.

With very kindest regards, I remain

Sincerely,

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Lloyd

From G. H. Gossard

Date May 9, 1927

Time

Reply to

Dear Mr. Lloyd,

The enclosed explains itself. This is the sum I referred to in my letter of a few days ago about the same matter. This letter came in this morning. Will you please answer same. Thanks.

Please make all replies on back of this memorandum.

May 7, 1947

Art Cinema Corporation,
729 7th Avenue,
New York, N. Y.

Attention Mr. Shields.

Gentlemen,

Until further notice, will you kindly send all checks payable to D. W. Griffith, Incorporated, pursuant to its agreement with your corporation, to Mr. Raymond A. Klune, Auditor, D. W. Griffith, Incorporated, 1476 Broadway, New York City.

Thanking you for your kindness in this matter, I remain

Yours very truly,

RR EM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 9, 1927.

Miss Rosemary Hill,
24 West 47th Street,
New York, N. Y.

My dear Miss Hill,

I am deeply sorry indeed that I was unable to arrange an interview with Mr. Griffith for you before he left for the Coast last week. However, immediately after signing his contract he decided he wanted to leave for California almost at once, and as there was a multitude of details in connection with his personal affairs that had to be arranged before going, as he will probably be in Los Angeles for some time, it was impossible for him to see anyone, especially in view of the fact that he preferred to leave the matter of the casting of his next picture until his arrival on the Coast where, as I explained to you, he will be able to secure almost any type actor or actress he may require.

I am returning herewith your photographs and also Mr. Clifton's letter. If you decided to go to the Coast, and I presume you will inasmuch as there is very little doing in pictures here, you might endeavor to see Mr. Griffith out there. I am quite sure you will be successful.

Very truly yours,

Secretary to Mr. Griffith.

Form 1228A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 10, 1927.

Day Letter

Los Angeles Biltmore
Los Angeles Calif

Please reserve single room and bath arriving May fifteenth
Kindly wire confirmation reservation care of D W Griffith
Incorporated Metropolitan Building New York City

J. J. Epping

Form 1228A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 10, 1927.

Day Letter

D. W. Griffith
Los Angeles Biltmore,
Los Angeles, Calif.

Arriving Losangeles next Sunday Regards

Epping

ALBERT H. T. BANGHART
JOHN W. PEMBLETON

BANGHART & PEMBLETON
COUNSELLORS AT LAW
RUSH TERRIFICH BUILDING
120 WEST 42d STREET
NEW YORK

TELEPHONE
WISCONSIN 7800
CABLE ADDRESS
"BEMBON"

May 10th 1927.

Mr. Raymond Kluns,
c/o D.W.Griffith
1476 Broadway,
New York City.

Dear Mr. Kluns:

I enclose herewith copy of assignment of Mr. Epping's claim against D.W.Griffith Incorporated which assignment is dated November 4th 1925.

Very truly yours,

AHTBanghart
M.

GDM

KNOW ALL MEN BY THESE PRESENTS, that I, J.C.EPPING, of the City and State of New York, in consideration of the sum of One ($1.00) Dollar, lawful money of the United States to him in hand paid before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and other good and valuable considerations, have sold, assigned, transferred and set over and by these presents do hereby sell, assign, transfer and set over unto

of h executors, administrators and assigns, to h or their own proper use and benefit, a certain claim which he now holds and has against D.W.GRIFFITH INCORPORATED, a Maryland Corporation, having an office at #1476 Broadway, New York City, N.Y., totaling as of the date of this assignment the sum of Ninety-seven thousand six hundred three dollars and sixty-nine cents ($97,603.69), and accrued interest.

And I do hereby give the said h executors, administrators and assigns full power and authority for h or their own use and benefit, but at h or their own cost, to ask, demand, collect, receive, compound, and give acquittance for the same or any part thereof and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 4th day of November, 1925.

J.C.Epping (LS.)

CITY, COUNTY AND }
STATE OF NEW YORK, } ss.:

On this 1st day of May 1927 before me personally came J.C.SPRING, to me known and known to me to be the indiviáual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Lyane Frank

Notary Public, New York County
N.Y. Co. Clks No. 134, Reg. No. 4500
Certificate filed in Kings Co.
Kings Co. Clks No. 135, Reg. No. 4178
Commission expires March 30, 1930

#27

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

May 11, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $1,000. which was received in this morning's mail, and which has been applied on the G. & H. Pictures Corporation loan, in accordance with your request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

INDIVIDUAL FILMS, INC.
ROAD SHOW DEPARTMENT
Sixth Floor
PARAMOUNT BUILDING
TIMES SQUARE, NEW YORK
CHICKERING 7010

A. GRIFFITH GREY
Manager

May
ELEVENTH,
1927.

Miss C. M. Conway,
D. W. Griffith, Inc.,
1476 Broadway,
New York, N.Y.

Dear Miss Conway:

Please have the following titles made up:

The most popular place in the peaceful town of Sapville was the Black Cat Cafe --- but the management kept it dark!

Everybody in Sapville knew Claude except his mother --- she thought he was clever.

"I've just graduated from the Prohibition Agent Correspondence School of Dectection. I'll soon be able to get all we need!"

(Last title)
And so Claude became a great detective and discovered something that nobody had suspected!

These are to be used for "HIS DARKER SELF". Get them as quickly as you can, please; and when they are ready, notify Mr. Tom MacEvoy.

Yours very truly,

A. Griffith Grey

AGG:LK

STATE OF NEW YORK

DEPARTMENT
OF
TAXATION AND FINANCE

ALBANY

May 11, 1927.

Banshaf & Pembleton,
Bush Terminal Building,
130 West 42nd Street,
New York City.

In re: David W. Griffith.

Gentlemen:

This office is in receipt of 1926 New York State income tax return of David W. Griffith, 1476 Broadway, New York City which was forwarded from your office without check for $1331.93 which you state was enclosed in your letter of April 15th.

Kindly forward remittance in amount $1331.93 covering the tax shown to be due on the above return at once to this office, so that we can put the return through without further delay.

An addressed envelope is enclosed for your use.

Very truly yours,

THE STATE TAX COMMISSION.

By A. C. Calhoun

A. C. Calhoun,
Deputy Tax Commissioner.

HS.T
Encl.

Form 1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1927 MAY 12 AM 5 47

SD4 10 NITE.LOSANGELES CALIF 11

MISS CONWAY.D W GRIFFITH INC.

1476 BROADWAY NEWYORK NY.

WHEN AND HOW WERE NEW CLOTHES SHIPPED ESPECIALLY DRESS SUIT.

D W GRIFFITH.

51

4 trunks
Via Post
Via express
on May 6th

Form 1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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Received at

1927 MAY 12 AM 3 48

SD3 12 NITE.LOSANGELES CALIF 11

A GRIFFITH GREY,ROAD SHOW DEPARTMENT.

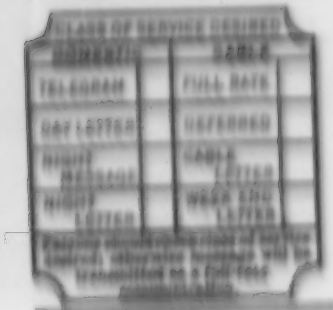
FAMOUS PLAYERS LASKY CORPORATION NEWYORK NY.

FOR MY INFORMATION PLEASE INFORM ME WHEN PIERSON WILL ARRIVE LOSANGELES REGARDS.

D W GRIFFITH.

Form 1088 A

Charge to the account of D. W. Griffith, Inc. $



WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 18, 1927.

Day Letter

Mr. D. W. Griffith,
Los Angeles Biltmore
Los Angeles, Calif.

All clothes hats etc left after Ryahi packed shipped in four trunks via American Railway Express May sixth and should arrive Losangeles today or tomorrow stop Eddie Byrnes packed trunks and says same contained some tuxedos and dress suit stop Dress coat you left with Twyffort will not be finished for few days Will ship it and sack suits as soon as finished stop Suggest Willard get in touch with American Railway Express office Losangeles so as to get trunks as soon as they arrive stop Mr Grey in Chicago stop According to present plans Pierson leaves Newyork May twentysixth will stop over three days in Chicago at Convention then on to Coast arriving June first or second stop Will advise you later his definite arrival date stop Kindest regards

Conway

C. M.

BANCHOF & PENGELSTON
COUNSELLORS AT LAW
RUSH TRADING BUILDING
120 WEST 41ST STREET
NEW YORK

ALBERT H. BANCHOF
JOHN G. PENGELSTON

TELEPHONE
WISCONSIN 1866
CABLE ADDRESS
"BEMGAN"

May 18th 1937

Mr. Loyd Wright,
Currier Building
Los Angeles, California.

Dear Mr. Wright :

I am going to put a task up to you which seems to be more or less impossible. Enclosed herewith is copy of letter which I wrote to the Collector and his answer thereto with reference to the within tax bill for Mr. Griffith for the year 1923. This bill was not paid at the time owing to some mistake in adjustments and the Collector did not send us official notice of this amount until recently, as shown by copy of my letter enclosed.

I was thinking that you may have an acquaintance with the Collector and that he may, under the circumstances, be able to waive if not the entire amount of interest and penalties, at least a portion thereof under an offer in compromise. If you can do anything to reduce this item it will be greatly appreciated.

Thanking you for your courtesy and attention in this matter, I remain

Very truly yours,

AHTB: GDM

Did not Send

May 15, 1927.

Mr. Griffith,

I presume you have reached that point in your plans where you have practically decided what your next production will be, approximately how long it will take you to produce it, and the approximate cost thereof. In this connection I wish to point out to you something in your contract which seems obviously important for you to know.

Clause Sixth, Paragraph C, states that before you actually start the production of a picture you must know definitely whether it is going to be a "Special Production" (that is, one costing in excess of $400,000) or an "Ordinary Production" (that is, one costing within $400,000). In the event that it is to be a "Special Production" this understanding must be had in writing with the Art Cinema. Further, my interpretation is that if it is to be considered a "Special Production" it behooves you to describe, in this written document, as the term of production a minimum of 35 weeks, thus insuring you a minimum compensation for 35 weeks. My reason for this is that in connection with these "Special Productions" your contract specifies a maximum of 35 weeks for such productions, but leaves the minimum question open for discussion. For example:

If you decide to produce a "Special Production" (that is, one to cost in excess of $400,000) and you do not specify in writing a minimum term of 35 weeks, and if it should only take you 30 weeks to complete the production, your compensation would be limited to 30 weeks salary instead of 35 weeks salary. After all, this 35 weeks minimum interpretation should be comparable to the 20 weeks minimum on "Ordinary Pictures".

Above all, these should be obtained in writing prior to your actual commencement of production. I think this is of utmost importance and should receive your serious attention.

For your information and the purpose of figuring approximate cost and the time involved in production, I am stating below the cost and production time of your last three pictures:

"Sally of the Sawdust" -	Cost	$ 336,000.00
	Time of Production from 1st to last camera day	13 weeks
"That Royle Girl" -	Cost	591,000.00
	Time of Production from 1st to last camera day	10½ weeks

May 15, 1957.

Mr. Griffith
DW

"The Sorrows of Satan" - Cost $ 900,000.00
Time of production from
1st camera day to last
camera day 27 weeks

I am enclosing herewith check for $8,970 on account of your salary, less certain deductions.

With kindest regards,

Very truly yours,

MAK/CC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 14, 1927.

Mrs. G. J. Lloyd,
740 West 23rd Avenue,
New York, N. Y.

My dear Mrs. Lloyd,

I am enclosing herewith seven payroll checks to March 12, 1927. This is all that I will be able to release prior to your departure for the Coast. However, just as soon as I am able to do so, I will send Mr. Lloyd some additional checks.

Very truly yours,

Auditor.

D. W. Griffith, Inc.

RAK/CC

May 16th, 1927.

State Tax Commission,
Albany, N.Y.

Attention: Mr. A. C. Cashman

Gentlemen:-

Referring to yours of the 11th inst. you will find enclosed herewith check of Mr. D. W. Griffith in the amount of $1321.96, covering tax shown to be due per enclosed tax return for Mr. Griffith for 1926.

Regretting that the remittance had not been enclosed with the return, and thanking you for your courtesy, I remain

Respectfully yours,

KCR:SF

MUSEUM OF MODERN ART FILM LIBRARY

May 16, 1927.

Mr. William Patrick Campbell,
c/o Pathe, Inc.
55 West 45th St.,
New York, N. Y.

Dear Sir,

We have just learned that you are leaving for California the latter part of this month, and it, therefore, behooves us to inform you that a recent audit of our books disclosed a certain sum of money due you on account of your recent employment with us. However, we do not consider it expedient to mention the amount in this letter. We are holding a check at this office, and would appreciate your stopping in to get it at the earliest possible moment.

Very truly yours,

D. W. Griffith, Inc.

Auditor.

RAK/CC

P. S. Kindly present this letter as identification.

#28

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

May 17, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500. which has been received in this morning's mail, and which we are applying on the loan of the G. & H. Pictures Corporation, in accordance with your request.

Very truly yours,

M. Ray Geffman

M. Ray Geffman
Assistant Secretary

Form 1013 S

WESTERN UNION

Class of Service: This is a Fullrate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

SYMBOLS: DLR Day Letter; NLT Night Letter; NL Night Letter; LCO Deferred; CLT Cable Letter; WLT Week End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on Fullrate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1927 MAY 18 AM 12 24

SD731 49 NL.LOSANGELES CALIF 17

C M CONWAY, ROOM 1107,
1476 BROADWAY NEWYORK NY.

51

GO TO UNITED CIGAR STORE FIFTEEN SIXTY EIGHT BROADWAY SOUTH EAST CORNER FORTY SEVENTH STREET ASK FOR MISTER SWAN ASK HIM WHY HE DID NOT SEND MY CIGARS I PAID HIM FOR ELEVEN BOXES BEFORE LEAVING WIRED HIM TWICE BUT NO ANSWER MAIL GRIFFITH WEEKLY CHECKS TO ME REGARDS.

EPPING.

Bay 9113

13 a
Dia BR
Spec Del
Spec Handling
Parcel Post

Form 1228 A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

NO.	CASH OR CHG.
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 18, 1927

Mr. J. C. Epping,
Los Angeles Biltmore
Los Angeles, Calif.

Swan sent cigars parcelpost special delivery special handling May thirteenth Should arrive there today or tomorrow Said he wired you accordingly last night and regrets any inconvenience stop Dont forget wire or write about Dorothy Chicago stop Regards

C. M. Conway

STATE OF NEW YORK

DEPARTMENT
OF
TAXATION AND FINANCE

ALBANY

May 16, 1927.

Banshaf & Pembleton,
Bush Terminal Building,
130 West 42nd Street,
New York City.

In re: David W. Griffith.

Gentlemen:

Acknowledgment is made of the receipt of your letter of May 16, 1927, also check in amount $1331.93 covering the tax shown to be due on Mr. Griffith's return.

As the above check was not forwarded when filing return, the following additional tax and interest are due by virtue of the provisions of the Tax Law:

(1) Five per centum of the amount of tax, (in no case less than two dollars)	$66.60
(2) One-half of one per centum a month for each month or fraction of a month the tax is unpaid.	$ 6.60

Pursuant to these provisions, you are hereby assessed an additional tax of $73.20.

You will be subject to further interest if payment is not made at once.

An addressed envelope is enclosed for your use.

Very truly yours,

THE STATE TAX COMMISSION.

By A. C. Calhoun

A. C. Calhoun,
Deputy Tax Commissioner.

HS.T
Encl.

May 19, 1927.

Argentine-American Film Co.,
220 West 42nd Street,
New York, N. Y.

Attention of Mr. H. T. Ricci.

Gentlemen:

In accordance with the terms of the contract entered into December 10, 1926, delivery of the last print thereunder, namely, "Home Sweet Home", should be requested at this time. When you order the aforesaid print, will you kindly mention whether we shall deliver the print of "Hearts of the World" which you have already paid for.

According to the option agreement, you are to state at this time whether you wish to avail yourselves of the releasing license for the additional pictures mentioned in this agreement.

Very truly yours,

D. W. Griffith, Inc.

Auditor.

RAK/CC

May 17, 1927.

Dear Mr. Lupino,

Mr. Griffith and all concerned have intentions of re-issuing "Way Down East" the fall of this year. Considering the enormity of our expectations in this connection, don't you think it would be wise to formulate some definite action regarding this. Most of the large companies have already announced their programs for the coming season of 1927-28, and it is my understanding that the United Artists are about to do the same. In order to give "Way Down East" the position which it rightfully deserves in such a program, immediate preliminary action should not be delayed. It is my opinion that it would be a good idea for Mr. Griffith to acquaint Mr. Schenck with our plans thereby giving the weight of his approval. It seems to me that our intention of re-issuing this picture should also be properly taken up at the Board of Directors meeting of the United Artists (I am assuming that the U. A. will re-issue this picture) and put through the same procedure that their original issues of pictures are put through, that is in the form of announcements, preliminary advertising, etc. etc. I believe that Mr. Griffith entertained, after a fashion, some idea of opening "Way Down East" on Broadway independently. I think this would be a very bad step to take as I explained to you and to him, giving my reasons, but whatever is to become of it in the fall of this year, it should be settled now because I happen to know that at this time it is a very difficult thing for the film companies to get play dates even on original issues.

It seems that this matter is important enough at this time to give some very serious thought, and I would suggest that you have Mr. Griffith make some sort of a decision, and if you suggest I will, in conjunction with Mr. Banzhaf, take up with the United Artists the preliminary steps to be considered in this matter. By preliminary steps I mean a proposed outline of advertising, the cost of same, and the financing of this advertising together with the financing of the prints that will be necessary. Of course, in this connection

May 19, 1927.

Mr. Epping
#6

I am assuming that the United Artists are going to advance all of the above costs against our share, but the question must be settled now as to whether our share should be 100, or less inasmuch as this is the first re-issue that United Artists will have handled. All of these things are to be submitted to Mr. Griffith and having the time involved that it will take to get his final approval on all these things in mind causes me to impress upon you the importance of immediate action.

I will be very grateful for some word from you on this matter. With kindest regards, I remain

Sincerely,

MAX/GG

P. S. Paramount Famous Lasky Corporation have already announced the re-issuing of "The Covered Wagon" on a large scale as a program picture, not a road show, for the fall of this year, and they will also have "Beau Geste" and "The Rough Riders" on their program this fall.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7300

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN OF THE BOARD
MARY PICKFORD
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

May 30, 1937

Dear Mr. Banzhaf:

I am enclosing herewith copy of letter from Mr. Raftery of O'Brien, Malevinsky & Driscoll contents of which is self-explanatory.

Will you agree to our charging the amount of attorney's fees in this matter to Mr. Griffith's account? It appears to me that same is a proper charge to Mr. Griffith.

Kindest regards.

Sincerely,

UNITED ARTISTS CORPORATION

H. D. Buckley

Vice President
H. D. Buckley

A. H. Banzhaf, Esq.
130 West 42nd Street
New York, New York

HDB/SR
Enc. 1

COPY

O'BRIEN, MALEVINSKY & DRISCOLL

May 14, 1927

Mr. Harry Buckley
New York, New York

Dear Mr. Buckley:

Louis Klarfain and Bessie Klarfain each brought suit against the United Artists Corporation in the Superior Court in Boston, Mass., alleging that they received personal injuries during the run of one of David W. Griffith's pictures at the Tremont Theatre. These suits totalled $20,000.

We defended through Bernard Shalit, an attorney in Boston, Mass. Mr. Shalit has secured a decision dismissing plaintiff's complaints, and entry of judgment in favor of defendant UnitedArtists Corporation. He has billed us for $100. which we believe very reasonable. Of course, there was no liability on the part of the United Artists Corporation, but that had to be proven. Will you kindly arrange, therefore, to pay Mr. Shalit's bill? I believe this should be charged against Mr. Griffith.

Very truly yours,
O'BRIEN, MALEVINSKY & DRISCOLL
By E. C. Raftery

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

MAY 25 1927

2/3

MR DAVID W GRIFFITH
UNITED ARTISTS STUDIO
HOLLYWOOD CALIFORNIA

UNITED PROPOSES TO INCREASE DISTRIBUTION CHARGE TO TWENTYSEVEN AND ONEHALF PERCENT ON ALL CONTRACTS PLAYED AFTER MAY FIRST AT DIRECTORS MEETING TOMORROW PLEASE ADVISE IF SATISFACTORY THIS WAS IN EFFECT COVERED AND AGREED TO IN SCHENCKS CONTRACT KINDEST REGARDS

BANZHAF

charge Banzhaf 130 W 42n

May
Twenty-fourth,
1 9 2 7.

TO WHOM IT MAY CONCERN:

The bearer of this letter, Edward G. Byrnes, has been in the employ of D. W. Griffith for the past eight years. He has been property man, wardrobe, make-up, a very fine actor, and assistant director.

During all these years, we have found him to be steady, honest and conscientious in all of his duties. I gladly recommend him to any one in need of his services.

Yours very truly,

General Manager,
D. W. GRIFFITH, INC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#29

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

May 24, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500., which was received in this morning's mail, and which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

May 28, 1927.

Dear Mr. Epping,

We have received regularly from the Art Cinema Corporation's representative in New York the weekly check of $4000. However, we have not as yet received the additional $1,000 per week. Two weeks ago I phoned Mr. Shields of the Art Cinema office note regarding this and he communicated with the Coast. However, he has not as yet received a reply. I contend that we should have received this additional $1,000 starting with the W. E. May 7th, for four days of that week. If you will refer to the contract, page 20, under article 6, paragraph A, it defines the compensation we are to receive for Mr. Griffith's "other services" and in turn refers back to Page 10, Paragraph 3 at the bottom of the page, which defines when this extra compensation is to commence; that is, upon Mr. Griffith's reporting to Art Cinema at their offices in the United Artists Studio, etc. etc. I should say for the purpose of this paragraph that he reported there on his arrival May 4th. I have explained our understanding of this to Mr. Shields and he seems to see it the same way but cannot make any payments until he receives advice from the Coast. He is wiring again today. If you do not receive a wire from me prior to your receipt of this letter you will know that this thing is still unsettled and I would suggest that you take it up with somebody there. We could use this money very nicely.

Pursuant to your instructions by wire I have discontinued Lloyd's salary as of April 30th. Also, as per your instructions, we are sending Mr. Griffith's check directly to Willard commencing with W. E. May 28th.

Won't you please give us some insight into what Mr. G. is doing (when, if, and as issued with convertible privileges).

With kindest regards,

Sincerely,

RAK/CC

May 28, 1927.

Manhattan Storage Warehouse,
[illegible] St. & 7th Avenue,
New York, N. Y.

Gentlemen:

Confirming telephone conversation will you kindly pack carefully for shipment by freight the large console Victrola which you have stored in Mr. D. W. Griffith's room.

Will you also kindly have re-packed very carefully so as to avoid breakage the two wooden boxes of Victrola records which are stored in Mr. Griffith's room.

The above are to be shipped care of your forwarding agent in Los Angeles, consigned to Mr. D. W. Griffith, and I understand that the entire cost of transportation will be in the neighborhood of $40-45, which will also include the packing. Kindly have the shipment insured for $500. Before the goods is shipped will you kindly advise just how much this insurance charge will be.

Further, you are to send the bill or bills of lading to me at this office, so that same can be forwarded to Mr. Griffith's assistant. Will you also kindly advise the name of the boat, if shipment is going ocean freight, when it leaves and approximately how long it will take for it to arrive. If sent by land freight, I would like to know the date the train leaves and when shipment will arrive.

Thanking you for your usual courteous attention to the above, I am'

Yours very truly,

Secretary to Mr. Griffith.

May [illegible], 1927.

M. M. M. Studio,
130 West 60th St.,
New York, N. Y.

Gentlemen:

Will you kindly make up one set of direct positives of the following titles and deliver same to the writer at this office. Kindly charge same to G. & M. Pictures Corporation.

#1 Like most young men, Claude Sappington had a great ambition -- he wanted to be a prohibition agent.

#2 Claude decided that his first case would be the Black Cat Cafe. He suspected that there were several cases there.

Thanking you for your kind attention to the above, I am

Yours very truly,

May 18, 1927

Hon. A. S. Calhoun,
Deputy Tax Commissioner,
State Tax Commission,
Albany, New York.

Dear Sir,

Upon my return to my office from an absence of about a week due to illness, I found your letter of May 16th in relation to additional assessment made against Mr. D. W. Griffith for penalty and interest by reason of alleged non-receipt of Mr. Griffith's payment covering the tax shown to be due by his report for 1926.

On behalf of Mr. Griffith, I respectfully protest the assessment made since our records show that Mr. Griffith's check was forwarded with the return and we had no word that the check had not been received by you until receipt of your letter advising us of that fact. The check that was enclosed was undoubtedly mislaid or lost in your receiving or sorting division and I do not believe that you are justified under these conditions in making any assessment for penalty and interest against Mr. Griffith. It is, therefore, requested that you reconsider the assessment and cancel the same.

Respectfully yours,

RR KM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 21 - 1927

My dear Mr. Griffith -

Acting upon your advice in regard to plastic treatment Evelyn & I then our family physician were put in touch with Doctor Stafford, whose pamphlet I enclose. He was suggested as perhaps the best for that line; among his patients have been the Vanderbilts & Texas Guinan.

He speaks also of knowing Norma Shearer & others well-

known – has quite a "before and after" gallery of photographs.

Doctor Safford has been the second last taken by Pathe and is certain the required change can be effected, in perfect safety, with very little inconvenience, and with but about a week's seclusion.

He named his fee at first as three hundred and fifty, but later consideration changed it to two hundred and fifty dollars; however, should Evelyn prove a success, she would most

undoubtedly add poundage to his feet.

The Doctor assures us the change will scarcely be apparent, but will unquestionably remove the seam defect.

You will probably be pleased to know that both Evelyn & Valda appeared both evenings in the Red Rhythm Recital here this past week. They gave very creditable accounts of themselves. They have gained so much benefit from this course, they will try to continue for a while longer, at least.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

We all send kindest personal regards, & shall be waiting to hear the result of your inquiries then in regard to the matter in question.

Believe me, very sincerely

Sarah C. Baldwin

P.S. - Evelyn says:
New York City is bleak & drear.
Without the voice she loves to hear.

10426 - 214th Street
Bellaire, Long Island.

May 31, 1927.

Dear Mr. Lloyd,

I received your letter of May 16th in which you so delightfully and impressively described the California weather. Knowing Gilbert Griffith and knowing you, both Miss Conway and myself appreciated the situation as you described it.

Now to get to the matter which is probably much more important to you - your salary checks. I received a wire from Mr. Epping last week in which he informed me that you had been put on the payroll out there the week beginning May 2nd and consequently we were to take you off the week ending April 30th. I am, therefore, enclosing your salary checks from March 19th to April 30th, seven in all. The one prior to this I mailed to Mrs. Lloyd before she left New York as she, no doubt, has informed you.

It would seem, with the sending of these checks, that all material connection between yourself and 1540 Broadway, New York City, is temporarily broken off. However, I hope that your acrobatic Corona will be used to inform us of future developments in the Griffith Hollywood Colony, and in connection with the Hollywood weather. Both Miss Conway and myself have been starved for some real, substantial news - or is it that nothing has been done? We would certainly appreciate knowing how things are going out there.

I wonder if you would drop me a line to the effect that you have received these checks in good order and if I don't get this acknowledgment, I am going to stop payment on them - thereby assuring myself at least one more letter from California. You can regard this as either a threat or a promise.

With very kinmost regards, I remain

Sincerely,

RAK/CC

Respondence

#30

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

May 31, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500., which was received in this morning's mail, and which is being applied on the loan of the G. & H. Pictures Corporation, in accordance with your request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

CONSOLIDATED FILM INDUSTRIES, INC.

EXECUTIVE OFFICES

[illegible] WEST [illegible] STREET - NEW YORK

TELEPHONE [illegible]

FORT LEE
NEW JERSEY BRANCH
LEONIA AVENUE
FORT LEE, N. J.

SINGLY ADDRESS
ALL COMMUNICATIONS
TO THE CORPORATION

Fort Lee, N. J.
May 31st, 1927.

D. W. Griffith Productions, Inc.,
1476 Broadway,
New York, N. Y.

Gentlemen:-

We are just in receipt of your negative "HOME SWEET HOME" which came from Lloyds Storage.

We find this negative in very bad condition, and by bearer we are handing you several rolls for your examination. We have orders to print from this negative, but are reluctant to do so, knowing full well that it would be impossible to obtain good prints.

Please advise us further in the matter with respect to the order contained in your letter of May 25th.

Yours very truly,

CONSOLIDATED FILM INDUSTRIES, INC.

MEAT:EM

M. E. A. Tucker.

Negative Returned that in good condition July, 1927 [illegible]

Agreements with this Corporation are accepted with the understanding that all film delivered to it is covered by the owner against loss.
This Corporation takes every necessary precaution for the safe keeping of the film, but assumes no responsibility for its loss.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

May 31, 1927.

Mr. A. Griffith Grey,
Individual Films, Inc.,
1476 Broadway,
New York, N. Y.

Dear Mr. Grey:

We are enclosing a new note amounting to $22,892.78, dated May 25, 1927, in renewal of the note of the G. & H. Pictures Corporation, which came due on that date.

Will you please have this signed and endorsed as heretofore, and return it at your earliest convenience.

Very truly yours,

M Ray Coffman

M. Ray Coffman
Assistant Secretary

Enclosure

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANZHAF, Secretary
T. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT

May 31, 1927.

Dear Mr. Epping,

I do not know whether you know of the condition of Mr. Banzhaf's salary account. Just before Mr. Griffith left for the Coast, and several times prior to that, Mr. Banzhaf took up with Mr. Griffith the matter of the extra $50 a week which was supposed to have been paid to Mr. Banzhaf for the years 1925, 1927 and thereafter. I understand that Mr. Griffith has agreed to pay him this - as a matter of fact I know it, because I have spoken to Mr. Griffith about this on several occasions.

There is due Mr. Banzhaf on this account $2600 for the year 1925, $2600 for 1926 and $1100 thus far for 1927. However, we have paid him $1,000 on account of this which leaves a balance due him of $5,300. Whereas, I have no intention of paying him this immediately as there are other things that must come first, I told Mr. Griffith before I paid Mr. Banzhaf anything on this account that I would let him (Mr. Griffith) know first, so that if he should have any objections they would come before payment is made.

If this arrangement is to be continued regularly, which I understand it is, I would prefer adding this $50 to Mr. Banzhaf's weekly check in preference to accruing it. I wonder if you will take this matter up with Mr. Griffith and ask him if it is all right to pay this money to him as I get it and as I can afford it. Mr. Banzhaf has mentioned it several times in the immediate past, and I have told him that he would have to wait until things adjusted themselves to a more satisfactory extent. I would appreciate a word from you on this. As you probably know, Mr. Banzhaf is now getting $200 a week, outside of the $50 mentioned herein.

With kindest regards,

Sincerely,

Raymond A. Kent

RAK/CC

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR T. DRISCOLL
RICHARD J. BARRETT
ARTHUR R. WALSH
EDWARD G. BARTENT
BENJAMIN PEPPER
LELAND T. ATHERTON
EDWARD J. CLARKE
CHARLES H. BERRY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

June 1, 1927

Mr. D. W. Griffith
1476 Broadway
New York City

Dear Mr. Griffith:

The attached letter is sent because what is set forth in it was included in the minutes of the annual meeting of the United Artists Corporation, and it was pointed out at our last meeting that what is recited in this extract had to do with the United Artists Theatre Circuit, Inc. and Art Cinema Corporation, whose stockholders differed entirely from the United Artists Corporation; and that instead of having these recitals in the minutes of the latter corporation, we should make them known by a direct letter to the stockholders.

Yours very truly,

Dennis F. O'Brien

DFO'B/IC

(Enc)

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. DONNAN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
RICHARD J. MAGGIOT
ARTHUR H. WALSH
EDWARD S. RAFFERTY
BENJAMIN PEPPER
LELAND T. ATHERTON
EDWARD J. SLANDS
CHARLES H. BERRY

IN RE UNITED ARTISTS CORPORATION

June 1, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York City, N. Y.

My dear Mr. Griffith:

At the annual meeting of the stockholders of United Artists Corporation, Mr. Joseph M. Schenck in his report as Chairman of the Board of Directors, stated substantially the following:

That the creation of the United Artists Theatre Circuit, Inc. had become imperative in order to protect the productions of the stockholders composing the United Artists and assure them of proper exhibition facilities; that for this reason, certain stockholders of the United Artists had subscribed one million dollars, and J. & W. Seligman & Company had subscribed four million dollars to organize the United Artists Theatre Circuit, Inc. That the United Artists Corporation had entered into a contract with the United Artists Theatre Circuit, Inc. to exhibit its pictures in the theatres which the United Artists Theatre Circuit, Inc. would build or control on the basis of 70% of the net profits to the producer, as more definitely set forth in said contract, and that all stockholder-producers of the United Artists Corporation, except Mr. Charles Chaplin, approved of such an agreement, as did Mr. Sam Goldwyn.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"Upon motion duly made, seconded and unanimously adopted, it was

> RESOLVED that the stockholders of this corporation hereby ratify and approve the contract entered into between the United Artists Corporation and the United Artists Theatre Circuit, Inc."

Mr. Schenck stated that the re-financing of the Art Cinema Corporation had been undertaken so as to create a greater production of pictures for distribution by the United Artists Corporation. That by means of the Art Cinema Corporation, the following artists will be enabled to finance and produce pictures to be distributed by the United Artists Corporation:

GLORIA SWANSON
JACK BARRYMORE
NORMA TALMADGE
CORINNE GRIFFITH
DUNCAN SISTERS
DOUGLAS FAIRBANKS
FRED NIBLO
and others.

Mr. Schenck further stated that the Art Cinema Corporation has engaged Mr. Herbert Brennon to produce "Sorrel & Son" and will finance the same, and that negotiations were under way which might eventually result in your producing, through the Art Cinema Corporation, for distribution by the United Artists. Arrangements have been made for Mr. Niblo to direct "Laugh Clown Laugh."

stop here

Mr. Schenck reported that the pictures planned for release by United Artists for the year 1927-1928, were as follows:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"The Winning of Barbara Worth"
"The Night of Love"
"The Love of Sunya"
"The Beloved Rogue"
"The General"
"Resurrection"
"Topsy and Eva"
"Buster Keaton in 'College'"
"Two Arabian Knights"
"The Dove"
"The Magic Flame"
"The Purple Mask"
Mary Pickford in story by Kathleen Norris
Gloria Swanson picture - entitled
"Garden of Eden"
"The Circus"
"The Gaucho"
"Laugh Clown Laugh"
Buster Keaton picture - untitled
Samuel Goldwyn presenting Colman and Banky in
picture - untitled
Norma Talmade, picture - untitled
Gilda Gray, picture - untitled
Gloria Swanson, picture - untitled
Corinne Griffith in "Sunny"
Buster Keaton, picture - untitled
Archibald Nettlefold production "The House of Marney"
Archibald Nettlefold "A Daughter in Revolt"

Sincerely yours,

Bennett O'Brien

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY
J. HOMER PLATTEN
TREASURER

OFFICE OF THE TREASURER

June 2, 1937.

My dear Mr. Banzhaf,

I just tried to get you on the phone and found that you will not be back in town until Monday.

I had luncheon today with Lewis Strauss, one of the junior members of the firm of Kuhn Loeb & Co., and in discussing pictures generally, he said that he remembered very vividly his favorable impression of the picture made by Mr. Griffith several years ago entitled "Intolerance".

Mr. Strauss would like very much to secure a print of this picture for his own personal use, to have and to hold. I told him that I would find out whether a print of the picture was available and how much it would cost.

I wonder if you will be good enough to let me know about this next week.

With kindest regards always, I am

Sincerely yours,

J. Homer Platten

A. H. T. Banzhaf, Esq.,
D. W. Griffith, Inc.,
1107 Longacre Building,
New York, N. Y.

June 8, 1927.

Consolidated Film Industries, Inc.,
203 West 146th Street,
New York, N. Y.

Attention of Mr. Tucker.

Gentlemen:

As per telephone conversation, will you kindly have an examination made of the "Home Sweet Home" negative, and advise just how much footage and how much it would cost to dupe the damaged parts. We are prepared to turn over to you a positive print of this picture whenever you desire it for this purpose.

A difference of opinion has arisen regarding the exact cause of the damage to this negative, and we would greatly appreciate it if you will be good enough to write us giving the opinion of your experts as to the cause, as we are most anxious to place the blame for this in the proper place.

Thanking you for your kind attention to the above, we are

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

LLOYDS FILM STORAGE CORPORATION
U. S. BONDED WAREHOUSE
[illegible] WEST 46th STREET — NEW YORK CITY
BRYANT [illegible] CABLE: LOYDSTOR

JOSEPH S. MILES, Pres.

June 3rd, 1927

D. W. Griffith, Inc.,
Longacre Building,
New York City

ATTENTION MISS CONWAY

Dear Miss Conway:-

With reference to the three rolls of negative of "HOME SWEET HOME" which you sent to this office this morning by Mr. Jack Sherman for our inspection, we beg to inform you that we had these three rolls examined by the Film Lab in the presence of Mr. Sherman and we are enclosing herewith original report from the Film Lab which is self explanatory and which very clearly indicates that the damage caused to this negative must have occurred either before or after the negative was placed in storage with us.

Very truly yours,

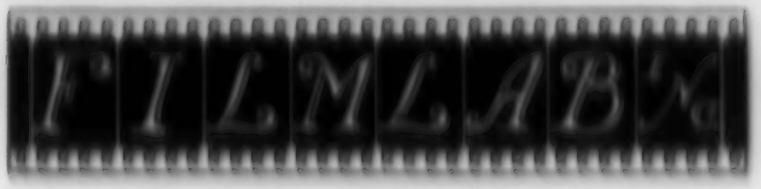
LLOYDS FILM STORAGE CORPORATION

A. Rubenstein
D.

J. A. Blanco
President

PLAZA 7-4981

W. J. Gerhardt
Vice President



NEGATIVE DEVELOPING · PRINTS · TITLES

126-130 WEST 46th STREET
NEW YORK, N. Y.

June 3, 1937.

Lloyds Film Storage Corp.,
126 West 46 Street,
New York, N.Y.

Dear Sirs:

Having this date, at your request, examined in the presence of Jack Sherman, the three rolls of negative of the Griffith Picture "HOME SWEET HOME", it is our opinion that the damage to these rolls of negatives was primarily caused by the rolls having been wound up before the titles were thoroughly dry.

This would seem particularly the case in view of the fact that the deterioration appears only in the center of the negative and not on the margin near the sprocket holes. Had these three rolls of film been wet after having been wound up, the damage would have extended clear to the margin of the film and not in the center alone.

This very clearly indicates that the damage to the negative was caused prior to the time that it was placed in storage, as you give me to understand that the rolls have not been wound or unwound since.

Yours very truly,

FILMLAB, INCORPORATED

President

JHB/GJ

June 8, 1927.

Mr. H. Ray Goffman,
Manufacturers Trust Company,
42nd Street, & 5th Ave.,
New York, N. Y.

Dear Mr. Goffman,

Enclosed herewith you will find check in the amount of $500 from Mr. Griffith to apply on the loan of the G. & H. Pictures Corporation.

Will you kindly acknowledge receipt of same, and oblige

Ours very truly,

Secretary to Mr. Griffith.

June 2, 1927.

Miss Carol Dempster,
627 Elm Drive,
Beverly Hills, Calif.

Dear Miss Dempster,

I am enclosing herewith a check in the amount of $500 which is to apply in account of our indebtedness to you. This check is for the W. E. June 4th. We drew a check for a like amount for the W. E. May 28th and held it awaiting advice from you. Miss Maitland stopped in to the office yesterday and explained that you had left instructions for her to pick up that check and deposit it to your account, and that all subsequent checks should be mailed to you at the above address. I trust we have handled this in accordance with your wishes.

Mrs. Greathouse telephoned the office the other day and in my absence spoke with Miss Conway and asked if we would send to Mme. Lisette's for a trunk belonging to you which had been sent there from the Famous Players Studio. Miss Conway asked Mrs. Greathouse what disposition you wished made of this trunk and Mrs. Greathouse advised her that I would know what was best to do with it. However, I am somewhat at a loss regarding this not having had any instructions along this line from you. The trunk is here in the office, and I would appreciate some word from you regarding it.

Very truly yours,

Auditor,

RAK/CC D. W. Griffith, Inc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS CORPORATION

WITH

THE BIDDLE REALTY CORPORATION

AND

THE 1620 BROADWAY CORPORATION

AND

ORBIS MUNDI REALTY CORPORATION

Agreement

DATED, JUNE 4, 1927

AGREEMENT made and entered into as of the 4th day of June, 1927, between UNITED ARTISTS CORPORATION, a Delaware corporation, hereinafter called "Distributor", party of the first part; THE RIDDLE REALTY CORPORATION and THE 1630 BROADWAY CORPORATION, both New York corporations, jointly and severally, hereinafter called "Riddle", parties of the second part; and ORBIS MUNDI REALTY CORPORATION, a New York corporation, hereinafter called "Orbis Mundi", party of the third part,

WITNESSETH:

WHEREAS the Distributor is engaged in distributing to theatres throughout the United States of America and elsewhere, high-class special feature photoplays of internationally known actors, actresses, producers and others, and has contracts for varying periods with Mary Pickford Fairbanks, (Mary Pickford,) Norma Talmadge, Gloria Swanson, Charles Chaplin and Douglas Fairbanks, and with Joseph M. Schenck (whose contract has been assigned by Mr. Schenck to the Art Cinema Corporation,) for the production of special feature photoplays, in which John Barrymore and Corinne Griffith will appear as stars, respectively, and for special feature photoplays to be directed by D. W. Griffith, Herbert Brenon, Fred Niblo and others, respectively; and has contracts with Samuel Goldwyn and Samuel Goldwyn, Inc., for special feature photoplays to be produced under the direction and management of Samuel Goldwyn; and with Inspiration Pictures, Inc., and Edwin Carewe, for the distribution of a motion picture directed by Edwin Carewe, entitled "Ramona"; and

WHEREAS Orbis Mundi is the owner of a certain lease of a theatre known as the Rialto Theatre, at Broadway and Forty-second Street, New York City, N. Y.; and

WHEREAS Biddle is the owner of a certain lease of a theatre known as the Rivoli Theatre, at Broadway and Forty-ninth Street, New York City, N. Y., with a right of renewal thereof; and

WHEREAS United Artists Theatre Circuit, Inc., a Maryland corporation, has acquired from Paramount Famous Lasky Corporation one-half of the stock of each of the said corporations, The Biddle Realty Corporation, The 1620 Broadway Corporation and the Orbis Mundi Realty Corporation, as of June 4, 1927, for the sum of One million, two hundred fifty thousand ($1,250,000.00) Dollars, upon the terms and conditions provided in the written agreement therefor between Paramount Famous Lasky Corporation and United Artists Theatre Circuit, Inc., dated May 31, 1927; and

WHEREAS the Distributor desires to have its special feature photoplays exhibited in the said Rivoli Theatre, hereafter to be known as the Rivoli-United Artists Theatre, and/or in the said Rialto Theatre, upon the terms and conditions hereinafter set forth, and the said corporations controlling and operating the said theatres desire to obtain such United Artists special feature photoplays for exhibition in said theatres upon the said terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained and for other good and valuable considerations, moving from each of the parties to the other, receipt whereof is hereby acknowledged, Distributor and Biddle and Orbis Mundi have agreed and do hereby agree as follows:

1. The following terms, as used in this agreement, shall be deemed to have the following meaning:

(a) The term "photoplay" shall mean motion picture, and the term "motion picture" shall mean photoplay.

(b) The term "special feature photoplay" means and includes a motion picture or photoplay of more than four thousand (4,000) lineal feet, unfolding an entertaining story in which the leading or star role is portrayed by one of the artists enumerated above or by any other artist of recognized ability and reputation, favorably comparable to the said enumerated artists, or which is produced and/or directed by the producers and/or directors mentioned above, or by any producer or director, or producers or directors of recognized ability and reputation, favorably comparable to the producers and directors enumerated above, and in which motion pictures or feature photoplays the photography, acting and direction are of the same average high class as that of the motion pictures or photoplays in which the said enumerated artists have appeared or the said enumerated producers have produced and as the Distributor has been distributing, during the three (3) years immediately preceding the date of this agreement and which bear the same relative standing as to quality to the motion pictures or photoplays produced and released by other producers and distributors of high-class photoplays at the time being, as the motion pictures or photoplays so produced for, and released by, the Distributor during the three (3) years immediately preceding the date of this agreement, bear to the motion pictures or photoplays produced and released by other producers and distributors during the said three-year period.

(c) The terms "pre-release" and/or "first run" shall mean and include the earliest public exhibition or exhibitions, for which an admission fee is charged, of any given photoplay in any theatre or other place to which the public is admitted, within the territory defined in Article 7 hereof, exclusive, however, of any earlier public exhibitions of any such photoplay, arranged by or conducted for the account of the distributor and/or the producer of such photoplay, in any theatre or

theatres within the territory defined in Article 7 hereof, for which admission prices during such earlier public exhibitions are charged, which are at least fifty per cent. (50%) in excess of the then prevailing admission prices charged for photoplays of similar quality in so-called "first run" or "pre-release" motion picture theatres in the Borough of Manhattan, City of New York, and in no event less than an admission fee of one dollar and fifty cents ($1.50) for orchestra seats at evening performances; such prior exhibition being referred to in this contract as "road show."

(d) The term "Exhibitor" shall mean and refer to Middle and Orbis Mundi, either separately or collectively, as the context shall require.

(e) "The term of this contract" shall mean the period beginning June 4, 1927 and ending ten (10) years thereafter.

(f) The term "availability" in the expressions "Notice of availability" or "date of availability", or similar expressions used in this contract, means the date upon which a completed positive print of a particular photoplay shall be ready for exhibition to the public in the Rivoli or Rialto Theatre, under the provisions of this contract.

2. (a) The Exhibitor shall make available to the Distributor, for the exhibition of its said special feature photoplays, during the term of this contract, up to, but not in excess of, one-half of the total playing time of both the Rivoli-United Artists and the Rialto Theatres in each period of fifty-two (52) consecutive weeks, during the term of this contract, such periods to be determined by calculation from June 4, 1927. The foregoing provision shall mean that there shall be available to the Distributor a total of fifty-two (52) weeks out of each one

hundred four (104) weeks of concurrent playing time of the Rivoli-United Artists and the Rialto Theatres. The playing time during the months of June, July and August in each year of the term of this contract shall be divided equally between the feature motion pictures of the Distributor and those released by Paramount Famous Lasky Corporation under its contract with the Exhibitor of even date herewith. If more than half of the playing time of such theatres during such three months' period in any year shall be used for the exhibition of photoplays licensed hereunder, because of the failure of Paramount Famous Lasky Corporation to make available one or more of its photoplays for exhibition during such excess period, then such excess playing time shall not be charged against the Distributor in computing the playing time to be made available for the exhibition of the photoplays licensed hereunder in the remaining months of the year. It is agreed that the playing time of the said Rivoli-United Artists and Rialto Theatres to be made available to the Distributor hereunder shall be, as nearly as may be, equally apportioned between the said theatres, consistent, however, with the terms and provisions of this contract.

(b) The Distributor gives to the Exhibitor the right to select from all of the feature photoplays released by the Distributor during each fifty-two weeks' period of the term of this contract, feature photoplays to be exhibited by the Exhibitor in the said theatres, and the Exhibitor shall and shall be obligated to select from among the feature photoplays so released, special feature photoplays (as hereinabove in this contract defined,) and exhibit the same in either the Rivoli or Rialto Theatres for runs determined as hereinafter provided, during the playing time so to be made available to the Distributor therefor and the Exhibitor shall book and exhibit the particular photoplays so selected, as hereinafter provided.

(c) The Distributor shall notify the Exhibitor at least four (4) weeks in advance of the respective dates when the Distributor shall have each of its said special feature photoplays available for exhibition in said theatres, of the name of the photoplay and the star and/or producer thereof and the date of availability thereof, and shall, as soon as practicable, exhibit a copy of such photoplay to the Exhibitor at New York City. The Distributor shall not, unless with the consent of the Exhibitor first had and obtained in each case, give notices of availability of photoplays available for exhibition under this contract oftener than three (3) weeks apart, nor without like consent of the Exhibitor in each case, shall such notice relate to more than two photoplays at a time.

(d) The Exhibitor shall commence the exhibition of the photoplays chosen for exhibition in said theatres at the earliest available dates, subject to the completion of the run of other photoplays then being exhibited in said theatres and subject to the limitation of the total playing time of the two theatres to be made available to the Distributor as hereinabove provided.

(e) The exhibition dates designated for the photoplays shall commence in the same order as to priority of time as the order of the availability dates specified by the Distributor in the notices of availability and shall be consecutive and, subject to the prior completion of all runs at said two theatres of photoplays for which earlier exhibition dates have been designated, shall commence not later than a date sixty (60) days from the date at which each such photoplay shall have been made available for exhibition by the Distributor.

If for any reason the Exhibitor shall not commence exhibition of any particular photoplay within sixty (60) days from the date of availability thereof as hereinabove provided for and defined, the Distributor may, at its option, upon written notice to the Exhibitor (in care of

Publix Theatres Corporation), exclude any such photoplay from this contract, and the Distributor shall thereafter be free to book such picture elsewhere. Nothing herein contained shall be construed to release the Exhibitor from liability for improper failure to exhibit any picture as in this contract provided for.

Any photoplay not selected for exhibition in either of the aforesaid theatres shall be excluded from this contract, and the Distributor shall be free to book such picture elsewhere.

It is agreed that without the consent, in writing, of the Distributor, there shall not be selected for exhibition hereunder in any given fifty-two (52) weeks' period more photoplays than shall be required to consume fifty-two (52) weeks' playing time of the Rivoli-United Artists and Rialto Theatres as aforesaid, nor without like written consent of the Distributor shall there be selected for exhibition hereunder more than sixteen (16) photoplays during each year of the first two (2) years of the term of this contract, nor more than eighteen (18) photoplays during each year of the remaining eight (8) years of the term of this contract.

If the Distributor shall make available a sufficient number of photoplays for that purpose and shall elect to exhibit more than sixteen or eighteen photoplays as the case may be (if more than that number be required for the purpose), then the Exhibitor shall select and exhibit, during each fifty-two (52) weeks' period of the term of this contract, a sufficient number of photoplays to occupy a total of fifty-two (52) weeks' playing time of the said theatres, and if the Exhibitor shall fail or refuse to make such selection, the Distributor shall have the right to select and designate a sufficient number of photoplays to occupy the remainder of such fifty-two (52) weeks of playing time.

(f) Each of the special feature photoplays of the Distributor so selected for exhibition shall be exhibited in

either the Rivoli or the Rialto Theatre for a run of not less than two (2) consecutive weeks (including Sundays and holidays falling therein, if exhibition on said days shall at the time be lawful). If the gross box office receipts for any particular photoplay during the first four (4) days (except as hereinafter provided) of the second week of its run, shall exceed the operating cost of the theatre at which exhibited for the full second week (as such operating cost is defined and determined in accordance with the paragraphs of Article 5 of this agreement), then the run of such photoplay at such theatre shall be extended for the next succeeding week and thereafter week by week indefinitely, so long as the gross box-office receipts for the first four (4) days (except as hereinafter provided) of each succeeding week shall equal or exceed the operating cost of such theatre for such week; provided, however, that by mutual agreement the Distributor and the Exhibitor may sooner terminate such run. If the first four (4) days of the second week of the run of any photoplay, or the first four (4) days of any succeeding week after the second week, shall include a Saturday and a Sunday, or a Sunday and a holiday, or a Saturday, Sunday and holiday, then in determining whether the picture shall continue for a succeeding week, there shall be subtracted from the total gross receipts of such first four (4) days, one-half of the gross receipts of the Saturday and one-half of the gross receipts of the holiday and the said photoplay shall not be continued unless the remaining receipts for such first four (4) days shall equal or exceed the operating cost for such full week. If the gross box office receipts for such first four (4) days of any week commencing the second week of the run (with deduction of the receipts of Saturday and/or holiday falling in said first four [4] days, as above provided) shall amount to less than the operating cost of such theatre for such full week, then such run shall terminate at the end of such week, unless by mutual agreement be-

tween the Distributor and the Exhibitor, such run shall be further extended.

(g) The expression "gross receipts" or "gross box-office receipts", when used in the immediately preceding paragraph hereof, or when used elsewhere in this agreement, shall mean the total admission receipts at the box-office or elsewhere, less any tax imposed by any governmental authority on or in respect to such admissions or admission receipts.

(h) Wherever in this Article, it is provided that the Exhibitor shall make any selection, or set any play date, or give any notice, or do any other thing, or shall have the right to do any act or thing, it is understood and agreed that the Exhibitor shall act through its manager, Publix Theatres Corporation, so long as Publix Theatres Corporation shall be acting as such manager.

3. The Distributor grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several special feature photoplays to be distributed by the Distributor, during the term of this contract, and selected or to be selected by the Exhibitor as hereinabove provided, to exhibit for first run or pre-release (said terms being for this purpose considered synonymous) in the City of New York, in the said Rivoli and Rialto Theatres, said special feature photoplays so to be selected by the Exhibitor.

4. In full payment for the license to exhibit each of the special feature photoplays to be supplied by the Distributor and exhibited by the Exhibitor hereunder, the Exhibitor shall pay to the Distributor:

(a) For the first two weeks run of each of said photoplays a sum equal to seventy per cent. (70%) of the net profits of the theatre for such two weeks period, remain-

ing after deducting from the gross box office receipts of such theatre for such two weeks period, the cost of operation of the said theatre (as hereinafter defined) for such two weeks period; and

(b) For each week of the run of each such photoplay subsequent to the first two weeks of such run, a sum equal to seventy per cent. (70%) of the net profits of the theatre for each such subsequent week remaining after deducting from the gross box office receipts of the theatre for each such subsequent week the cost of operation of such theatre (as hereinafter defined) for such subsequent week.

Except with respect to the first two weeks of the run, no loss sustained by the Exhibitor for failure of the theatre to earn its operating cost in any given week subsequent to the first two weeks of the run, shall be charged against the receipts of any prior or subsequent week of the run, and no such loss sustained in either or both of the first two weeks shall be charged against the receipts of any week or weeks subsequent to the first two weeks.

(c) The Exhibitor agrees, upon demand, to pay to or to reimburse the Distributor for any tax, fee or other like charge now and/or hereafter imposed or based upon the delivery and/or upon the exhibition of positive prints of the photoplays to be supplied hereunder and/or upon the sums payable under this agreement by the Exhibitor to the Distributor (not including, however, any income or franchise taxes of the Distributor), as and when the same are payable or paid by the Distributor.

5. The terms "operating cost" and "cost of operation" shall mean and include:

I. All usual costs of theatre operation, including particularly but without limitation of the foregoing

general language, expenditures for labor, services, heat, light, power and other usual items of expense, all charged to the week for which such costs were incurred or equitably apportioned thereto.

II. All royalties and all taxes, fees and other like charges of a similar nature (including the fees, taxes or other charges which may be payable to the Distributor under the provisions of Paragraph [c] of Article "4"), equitably apportioned over the period to which they apply or during which they accrued.

III. All advertising expense in connection with the exhibition of the particular photoplay, charged to the particular week for which incurred or apportioned over the run of the photoplay if incurred with respect to more than a particular week.

IV. All special expenses in connection with the presentation of each particular photoplay (that is—prologues, ballet, special settings and other similar special expenses) and/or expenses which may be incurred or for which the Exhibitor may become liable in respect to any and all parts or portions of the entire program presented in such theatre; all apportioned to the particular week for which the same were incurred, or if incurred for more than a particular week, equitably apportioned over the run of the particular photoplay.

V. The overhead and service charge payable to Publix Theatres Corporation as manager, or weekly overhead charge not in excess thereof.

VI. Rent, including taxes, interest and other charges payable by the Exhibitor under the leases covering the respective theatres, apportioned on a weekly basis.

VII. The weekly portion of the expenses for so-called fixed charges made up as follows:

(a) Amortization, depreciation and a seven per cent. (7%) per annum return on unamortized investment of the Exhibitor with respect to each theatre as follows:

The sum of One million, two hundred and fifty thousand Dollars ($1,250,000.00) shall be taken as the investment cost at June 4, 1927, of the Exhibitor in and with respect to the term of the lease of the Rivoli Theatre from the Barney Estate to The 1620 Broadway Corporation, expiring November 1, 1937, and in and to the sublease from The 1620 Broadway Corporation to The Biddle Realty Corporation for a term expiring the same date, and in and to the leasehold estate of The 1620 Broadway Corporation and/or of The Biddle Realty Corporation in and to the theatre building on the leased premises, and in and to all improvements thereof, and in and to the furniture, fixtures and equipment of The 1620 Broadway Corporation and/or of The Biddle Realty Corporation at June 4, 1927, in and upon the said leased premises. For the purpose of this apportionment, the aforesaid leases shall be treated as one and the same, and the said sum of $1,250,000.00 shall be allocated to the corporation which shall be operating the said Rivoli Theatre, which corporation, at the present time, is The Biddle Realty Corporation.

To the said sum of $1,250,000.00 as of June 4, 1927, for the said leases, building and equipment, there shall be added as additional investment of the Exhibitor the payments to the Barney Estate, the landlord under the lease to The 1620 Broadway Corporation, with respect to leasehold improve-

ments, which additional payments are referred to and provided for in the agreement between Paramount Famous Lasky Corporation and United Artists Theatre Circuit, Inc.

The said sum of $1,250,000.00, plus said additional payments, shall be amortized without distinction as between leasehold, building and equipment, over the period from June 4, 1927, to the expiration of the lease on November 1, 1937, and there shall be allowed in addition to the weekly amortization thereof a return equal to seven per cent. (7%) per annum on the unamortized amounts of such investment from time to time. Any additional improvements to the theatre building and any additions to the theatre equipment shall be amortized and/or depreciated according to sound accounting practice, and a like return of seven per cent. (7%) per annum upon the unamortized and/or undepreciated amounts of investment in said additional improvements and/or equipment shall be allowed.

The total of the amortizations and depreciations and return on investment shall, as the same appears from time to time, be the amount of the fixed charges to be deducted as a weekly expense with respect to the Rivoli Theatre.

(b) The sum of One million, two hundred and fifty thousand Dollars ($1,250,000.00) shall be taken as the investment of the Orbis Mundi Realty Corporation at June 4, 1927, in and with respect to the lease of the Rialto Theatre to the said Orbis Mundi Realty Corporation, expiring April 30, 1939, and in and to the leasehold estate of said corporation in the building upon the leased premises and in and to the furniture, fixtures and equipment of the Exhibitor at June 4, 1927, in and upon the said leased premises, and there shall be added to

said sum as investment cost of the Exhibitor, the cost of the refrigerating system in the Rialto Theatre, to the extent to which the same is unpaid for at June 4, 1927, which additional cost of the refrigerating system is referred to and provided for in the said agreement between Paramount Famous Lasky Corporation and United Artists Theatre Circuit, Inc.

The said sum of $1,350,000.00, plus the said unpaid cost of the refrigerating system in the Rialto Theatre, shall be the investment cost of the Exhibitor as of June 4, 1927, in the Rialto Theatre and building, and shall be amortized and depreciated without distinction as between leasehold, building and equipment, over the period of the Rialto Theatre lease, that is, from June 4, 1927 to April 30, 1939.

On the unamortized and undepreciated amounts of said investment, from time to time, there shall be allowed a return equal to seven per cent. (7%) per annum upon such unamortized investment.

Any additional improvements to the Rialto Theatre and building, and any additions to the theatre equipment shall be amortized and/or depreciated according to sound accounting practice, and there shall be added to the unamortized and undepreciated amounts thereof, as the same appear from time to time, a return equal to seven (7%) per annum thereof.

The weekly amounts of amortization and depreciation on the investment as aforesaid in the Rialto Theatre and Building and equipment, and of additional improvements and equipment, and the said interest return on the unamortized and undepreciated investment therein, shall be the weekly fixed charge to be deducted as an expense of operation for the Rialto Theatre.

VIII. In computing rent, taxes, interest, insurance and weekly fixed charges with respect to the Rialto Theatre, there shall be deducted from the total thereof for the entire theatre and building the net amount of all subrents and other revenue from and with respect to the commercial portion of the building, and the amount remaining shall be theatre expense.

IX. There shall also be included in operating cost all other legitimate and proper items of expense of the Exhibitor in connection with the maintenance and operation of the said theatres, buildings and theatre properties, and the carrying on of the Exhibitor's business in respect thereto, equitably apportioned over the period included in the run of the respective photoplays exhibited hereunder.

If at the end of any run of any particular photoplay, it is necessary to re-apportion any of the items of operating cost by reason of the lengthening or shortening of the estimated period or otherwise, if there shall have been used in determining film rental for a particular week an apportionment based upon an estimated run or other conditions differing from the actual run or actual conditions, then such re-apportionment shall be made, and the Distributor and the Exhibitor shall adjust the amount between them on the basis of such re-apportionment.

For the purpose of computing film rental under this agreement, depreciation, amortization, return on investment and items of similar character shall be figured on the basis at which they appeared at the end of a given fiscal quarterly period of the Exhibitor, and shall be considered constant during the immediately succeeding quarterly period, regardless of any actual change that may take place from week to week therein. Such expenses shall be re-stated for the succeeding quarter on the basis of the facts

existing at the close of the immediately preceding quarter.

Any dispute or controversy that may arise as to the apportionment of any of the items of operating cost or as to the inclusion of any items not expressly provided for in the foregoing paragraphs of this Article, shall be settled by arbitration in the manner hereinafter set forth.

6. It is agreed that the written approval to this contract of the owners or producers of all photoplays which are now being distributed or which are to be distributed by the Distributor under now existing contracts between the Distributor and such owners or producers, excepting motion pictures in which Charlie Chaplin appears, or directs or is owner of, and excepting motion pictures owned by Samuel Goldwyn or by a corporation in which he now has a controlling interest, must be obtained before this contract is binding. Unless and until written approvals by all of such owners and producers now under contract with the Distributor (except as aforesaid) shall have been signed by such producers and/or owners before August 15, 1927, then this agreement shall be of no force and effect unless the Exhibitor and the Distributor by mutual written agreement, agree that it shall be applicable to the exhibition of special feature photoplays of the owners and/or producers who shall have given such written approvals.

It is further understood and agreed that the Distributor shall in all contracts hereafter made by the Distributor with producers, artists and/or others, provide that all photoplays distributed by the Distributor thereunder shall be subject to exhibition under this contract.

It is agreed that the Distributor may include in the photoplays that are to be covered by this contract the so-termed Charlie Chaplin photoplays and/or the so-termed Samuel Goldwyn photoplays, by giving a written notice to that effect to the Exhibitor, in care of Publix

Theatres Corporation, Paramount Building, New York City, New York, if and after the said Charlie Chaplin and/or the said Samuel Goldwyn shall have elected to approve the exhibition of their respective photoplays under this contract, and this contract shall cover and include exhibition of such photoplays delivered to the Distributor after the date of such notice to the Exhibitor, with the same effect as if the approval of said Charlie Chaplin and/or Samuel Goldwyn had been given contemporaneously with the other approvals aforesaid.

7. Subject only to the prior right of road show exhibition (as defined and upon the terms and conditions named in Paragraph [e] of Article 1 hereof), which is hereby reserved and given to the Distributor, the Distributor agrees not to exhibit and/or license the exhibition of any photoplay to be exhibited hereunder, at any other theatre or theatres or other places to which the public is admitted within the territory consisting of the entire City of New York, the Counties of Westchester and Nassau in the State of New York, and the Counties of Hudson, Bergen, Union, Essex and Passaic, in the State of New Jersey, until the expiration of fourteen days after the completion of the exhibition hereunder of such photoplay, except that the Distributor may exhibit and/or license the exhibition of any photoplay to be exhibited hereunder, at the so-called Paramount-Brooklyn Theatre (now being and/or to be erected), at Debevoise Place and DeKalb Avenue, Borough of Brooklyn, City of New York, on the eighth day after completion of the exhibition hereunder of each respective photoplay.

8. (a) The Exhibitor will pay all delivery, express or other transportation charges for the delivery from the New York City Exchange of the Distributor to the said theatres or either of them, and the return from said theatres or either of them to the said New York City Exchange, of the positive print of each photoplay sup-

plied hereunder, and for the delivery and return of containers used in connection with the said photoplay, and will return each positive print received by it with the reels and containers furnished therewith to the said Exchange of the Distributor, or if directed by the Distributor will ship such positive print elsewhere than to such Exchange, transportation charges collect, immediately after the last exhibition of such positive print licensed hereunder, in the same condition as when received by the Exhibitor, reasonable wear and tear due to the proper use thereof excepted. Delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor to a carrier designated or used by the Distributor and proper receipt therefor by the Exhibitor shall constitute the return of such positive print by the Exhibitor. If the Exhibitor, or any of its agents, fails to return or delays the return of any positive print to the Distributor, or fails to forward or delays forwarding (as directed by the Distributor) any such print, the Exhibitor agrees to pay to the Distributor damage, if any, which the Distributor may be required to pay to any other Exhibitor damaged thereby. The Exhibitor agrees to pay to the Distributor, as liquidated damages, the cost of replacement for each linear foot of positive print destroyed or injured in any way while the same is in the possession of the Exhibitor.

(b) The Exhibitor will purchase and/or lease from the Distributor, and pay for, at list prices, all posters, lithographs, circulars, lobby displays or other advertising matter relating to the several photoplays of the Distributor to be exhibited hereunder, as the Exhibitor may order.

(c) The Exhibitor and its agents will not use, or permit to be used, any posters, lithographs, circulars, lobby displays or other advertising matter received from the Distributor to advertise, announce or exploit any motion

picture other than the motion picture to which such advertising matter related.

(d) The Exhibitor will not make or permit its employees or agents to make any changes or interpolations, modifications, additions or eliminations of any kind in the photoplays to be supplied hereunder, or any part thereof, including titles and subtitles (except as required by censor rulings, and then only with the written or telegraphic consent of the Distributor), and will always exhibit such photoplays in the same order, arrangement, sequence and manner as was the positive print of each such motion picture when received from the Distributor.

(e) The Exhibitor shall furnish to the Distributor daily, at its New York City Exchange, a correct itemized statement, in duplicate, of the gross receipts of each theatre for admissions thereto during the period of exhibition therein of each photoplay supplied by the Distributor hereunder, and the Distributor shall have access (to such extent and in such manner as shall be reasonably required for the determination of the items covered by such gross receipts and in such manner as shall not be inconsistent or interfere with the continuance of the orderly operation and carrying on of the business of the Exhibitor), during the period of exhibition of each such photoplay, and at any and all reasonable times after the receipt by the Distributor of the final box office statements for each such theatre, for the purpose of inspection, to the box office and to all books and records relatng to the Exhibitor's box office receipts at such theatre during the exhibition of each such photoplay. The Exhibitor shall also furnish to the Distributor at the time of each payment to be made to the Distributor pursuant to this contract, a true and certified statement, in duplicate, of the gross receipts and a true and certified statement, in duplicate, of the operating cost of such theatre during the period for which such payment is made, such

operating cost to be reasonably itemized, and at the request of the Distributor will also furnish said Distributor with other relevant information regarding all books of accounts, records, contracts and other documents and memoranda of the Exhibitor pertaining to such engagement of such photoplay, but the Exhibitor shall not be required hereunder to make up and furnish copies thereof. The Distributor, however, shall have the right of inspection of such documents at the office of the Exhibitor.

(f) The amounts to be expended by the Exhibitor in advertising photoplays of the Distributor exhibited hereunder, shall be fixed from time to time by agreement between the Exhibitor and the Distributor, and if the Exhibitor and Distributor shall fail to agree upon the amount so to be expended with respect to any particular photoplay, the Exhibitor shall determine the amount to be so expended and such amount shall be not less than the average amount spent for advertising any particular picture by the Exhibitor for the three immediately preceding photoplays of the Distributor exhibited in such theatre.

The scale of admission prices at said theatres during the exhibition of the said photoplays thereat shall be agreed upon between the Distributor and the Exhibitor for periods which shall not be less than six (6) months each, unless otherwise mutually agreed upon in writing, and in the event of a failure to agree, the admission prices shall be determined by the committee hereinafter referred to, or if such committee fail to agree, then they shall be fixed by arbitration as hereinafter provided for, and if such admission prices be not fixed by arbitration, they shall be fixed by the Exhibitor at not less than the average admission prices prevailing at the time being for similar first run exhibition of similar photoplays in the Borough of Manhattan, City of New York.

9. Payment of the Distributor's film rental measured by its percentage of the net profits of the theatre as hereinabove provided shall be made weekly on the Wednesday following the week in respect of which each payment is required to be made. If at the end of the second week of the run of any particular photoplay, it is necessary to adjust amounts paid, or to be paid to the Distributor in respect of either or both of said two weeks by reason of the failure of the theatre to earn its operating cost in either of said two weeks, such adjustment shall forthwith be made, and the Distributor will forthwith upon demand of the Exhibitor repay to the Exhibitor any amount due to the Exhibitor as the result of such adjustment, and in the event of the failure of the Distributor to make such payment upon demand, the Exhibitor may deduct the amount thereof from any subsequent payment or payments due by the Exhibitor to the Distributor.

10. The Distributor will use its best efforts in each instance to have a positive print (in first class condition) of each of the photoplays to be exhibited from time to time by the Exhibitor under this agreement, at the New York City Exchange of the Distributor, available for delivery to the Exhibitor in time for the exhibition on the exhibition dates of such photoplay. Delivery of such positive prints with reels, containers and other appropriate accessories by the Distributor to the Exhibitor at its said New York Exchange, or to any authorized agent of the Exhibitor, shall be deemed delivery by the Distributor to the Exhibitor hereunder.

11. This agreement shall not be assigned by either party without the written acceptance by the assignee of all of the terms hereof, and the written consent of the other party first had and obtained; provided, however, that the Distributor may assign its interest under this agreement to a corporation in which the Distribuor shall own fifty-one per cent. (51%) or more, of the voting cap-

ital stock thereof, and which is engaged in the business of distributing photoplays, or to any corporation, all or substantially all of the stock of which shall be owned by the Distributor, and provided also that the Exhibitor may assign its interest in this contract to Paramount Famous Lasky Corporation, a New York corporation, or to United Artists Theatre Circuit, Inc., a Maryland corporation, or to any corporation all or substantially all of the stock of which shall be owned by either Paramount Famous Lasky Corporation, or United Artists Theatres Circuit, Inc., or by both, or by the Exhibitor; and provided always that such assignment, with or without the consent of the other party, shall not release or relieve the assignor from its obligations and liabilities under this contract.

12. (a) In case the Exhibitor shall be delayed in or prevented from the performance of this agreement at either of said theatres with respect to any of the photoplays to be supplied hereunder, by reason of censor rulings, the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity, or order of any court of competent jurisdiction or by reason of other causes beyond the control of the Exhibitor, whether of the same or of any other nature, then such delay or failure of performance with respect to such photoplay at either of said theatres shall be excused and all claims or causes of action for damages therefor or arising therefrom are hereby expressly waived by the Distributor. In any such event, the time of the Exhibitor to perform this agreement with respect to any such photoplay shall be extended for a period equal to the time of such delay (but not beyond the life of this agreement), unless performance thereof because of the happening of any such cause or contingency is excused or rendered impossible, in which case performance by the Exhibitor with respect to any such photoplay shall be waived. The resumption of performance by the Exhibitor shall begin promptly

after the removal or abatement of the contingencies or causes of such disability or prevention of performance, provided that, if such delay shall prevent commencement of exhibition of any photoplay beyond sixty (60) days from the date of availability thereof, the Distributor, at its option, may cancel such particular photoplay from this contract, upon written notice to the Exhibitor, and provided further, that if after exhibition of a particular photoplay shall have been commenced, the continuance of exhibition thereof shall be prevented for a period of one week or longer, then either the Distributor or the Exhibitor, at its option, may cancel such particular photoplay from this contract, upon written notice to the other.

(b) In case the Distributor shall be delayed or prevented from the performance of this agreement with respect to any of the photoplays to be delivered by it hereunder, by reason of the elements, accidents, strikes, fires, insurrections, acts of God, the public enemy, public calamity, court orders, censor rulings, delays of any common carriers, delays in production or failure of the producers of any such photoplays to make or deliver them to the Distributor, or of any star or other important performer to appear therein in time for delivery as herein provided, or by reason of any other cause beyond the control of the Distributor, whether of the same or of any other nature, then such delay in or prevention of performance shall be excused and all claims or causes of action for damages therefor or arising therefrom are hereby expressly waived by the Exhibitor. In any such event, the time of the Distributor to perform this agreement with respect to any such photoplay shall be extended for a period equal to the time of such delay (but not beyond the life of this agreement) unless performance because of the happening of any such cause or contingency is excused or rendered impossible, in which case the performance by the Distributor with respect to any

such photoplay shall be waived. The resumption of performance by the Distributor shall begin promptly after the removal or abatement of the contingencies or causes of such disability or prevention of performance, and the Distributor shall deliver to the Exhibitor any such photoplay at the earliest available date therefor, first giving notice as hereinbefore in this contract provided of the date of availability, and such delivery in any such case shall be with the same force and effect as though delivery took place within the period hereinabove limited, and the Exhibitor agrees to accept, pay for and exhibit any such photoplay, at any such later period, pursuant to the terms hereof.

13. Waiver by either party of any breach or default by the other party shall not be construed as a continuing waiver or as a waiver of any other or subsequent breach or default by each such party.

14. All disputes and differences between the Distributor and the Exhibitor arising out of the interpretation or the application of any of the provisions of this agreement, or out of any matter or thing embraced within this agreement, and particularly all questions which are herein expressly provided to be referred to arbitration, shall be settled and finally determined in the following manner:

In the event any such question referrable to arbitration under the terms of this contract arises, the Exhibitor or the Distributor, on its own behalf, shall appoint an arbitrator, and give notice in writing of such appointment to the other party; and the other party shall thereupon and within seven (7) days thereafter appoint an arbitrator on its behalf, and the two arbitrators so named shall, within seven days after the appointment of the later appointed of the two, agree upon and appoint a third arbitrator. If one of the parties, after notice of appointment of an arbitrator by the other, shall fail, within the aforesaid seven days, to appoint an arbitrator on its own

behalf, then the party first appointing an arbitrator may, upon at least two days' written notice to the other of the time and place of such application, apply to any judge of the Court of Appeals of the State of New York (and if such judge shall fail or refuse to appoint, then to the President of the Arbitration Society of America) to appoint an arbitrator for such party. If the two arbitrators so appointed by or for the parties hereto, shall fail, within seven days after the appointment of the later appointed thereof, to agree upon a third arbitrator, then either of the parties hereto, upon at least two day's written notice to the other of the time and place of such application, may apply to any judge of the Court of Appeals of the State of New York (and upon his failure or refusal to appoint, then to the President of the Arbitration Society of America) to appoint a third arbitrator. If the foregoing means of appointment of arbitrators should fail, then the parties, or either of them, upon at least two days' written notice to the other, may proceed to have arbitrators appointed in the manner then provided by the Laws of the State of New York. In lieu of the provisions for appointment of a third arbitrator, the Distributor and the Exhibitor may agree, in writing, upon the third arbitrator. The third arbitrator and any arbitrator appointed for a party upon its default in making the appointment for itself, shall in every instance be impartial and disinterested in the subject matter and in the parties hereto, and disinterested in any of the producers and/or artists whose photoplays are the subject of this contract and/or any business thereof.

The decision of a majority of the three arbitrators so appointed shall be binding and conclusive upon the Distributor and the Exhibitor. The parties, promptly following the appointment of the Board of Arbitrators shall proceed to present the matter or matters in dispute or controversy to such Board, vhich shall proceed with all

reasonable dispatch to hear the parties and consider the same, and the arbitrators may require the Distributor and the Exhibitor to produce such papers and accounts as in the opinion of the arbitration board may be necessary. The Exhibitor and the Distributor shall each pay the expenses and charges of the arbitrator appointed by or for such party, and the other necessary expenses, charges and costs of any arbitration hereunder shall be borne equally by the Distributor and the Exhibitor.

The provisions of this agreement relating to arbitration shall be construed according to the law of the State of New York.

15. It is understood and agreed that except as herein specifically provided otherwise, all accounts and accountings between the Distributor and the Exhibitor shall be settled annually, and that any and all claims, disputes or controversies arising between the Exhibitor and the Distributor with respect to any act, acts, omission or omissions, or state of facts occurring during any given period of fifty-two (52) consecutive weeks, (such periods being computed from June 4, 1927) shall be submitted to arbitration as hereinabove provided within one year from the expiration of such particular period and no cause of action shall arise upon or in respect to the same unless such matter shall have been so submitted to arbitration within said year or, in the event of a failure of such arbitration, unless suit thereon shall have been commenced within a period of one year and six months from the expiration of such particular period and failure so to submit to arbitration or to commence suit as aforesaid, within said respective periods of one year or one year and six months, shall be a complete defense to any action or actions thereon.

It is understood and agreed that the Distributor and the Exhibitor shall, respectively, have the right to compel performance of and/or to prevent the breach, or con-

tinued, threatened, or attempted breach, of any of the provisions of Paragraphs (a), (b), (c), (d) and (e) of Article 2, Article 3, Article 7, Paragraphs (c), (d) and (e) (except as hereinafter provided) of Article 8, and Article 16 of this agreement in cases where a court of competent jurisdiction will afford equitable relief therefor, and in such cases it shall not be necessary for the parties hereto first to submit the dispute or controversy arising out of or relating to said particular paragraphs and articles to arbitration; provided always, however, that any dispute or controversy as to the correctness of any statement rendered under the provisions of Paragraph (e) of Article 8 hereof, shall be submitted to and determined by arbitration as hereinbefore provided; and, provided always that any action, suit or proceeding at law or in equity, shall be commenced within the period of one year and six months after the expiration of the annual period in which, or with respect to which, the cause of action accrued, and that failure to commence such action, suit or proceeding, within said period of time, shall be a complete defense to any action or actions thereon.

16. The Distributor warrants that none of the motion pictures licensed and to be licensed hereunder will be reissues from old negatives or old negatives renamed.

17. It is agreed that if the Exhibitor fails for any reason whatsoever to exhibit any of the photoplays covered by this agreement in accordance with the conditions and provisions of this agreement, (unless such failure be excused as hereinabove provided for), the Exhibitor agrees to pay to the Distributor in not less than thirty (30) days after the time for exhibition by the Exhibitor shall have expired, as liquidated damages for the failure of the Exhibitor to exhibit such photoplay, a sum equal to the average film rental paid by the Exhibitor to the Dis-

tributor on the last two photoplays exhibited by the Exhibitor prior thereto and starring the same artist, or, if the omission be with respect to (a) a photoplay starring an artist whose last two pictures have not been exhibited by the Exhibitor prior thereto in said theatres, or with respect to (b) any photoplay distributed by the Distributor other than the photoplays in this paragraph first above described, which should be exhibited by the exhibitor in one of said theatres pursuant to this agreement, then a sum as damages which shall be determined by the committee consisting of Joseph M. Schenck, Nicholas M. Schenck, Sam Katz and Sidney R. Kent or their respective successors appointed by the Distributor and the Exhibitor respectively, as hereinafter provided, and in the event that said committee shall fail to act or to agree upon a sum as damages, then a sum which shall be fixed by the Board of Arbitration as hereinabove provided for. If the Distributor shall fail to make available to the Exhibitor any photoplay which the Distributor is required to make available to the Exhibitor, pursuant to the terms hereof, then and in such event the Distributor shall pay to the Exhibitor as damages, a sum to be determined by the committee, consisting of Joseph M. Schenck, Nicholas M. Schenck, Sam Katz and Sidney R. Kent, or their respective successors appointed by the Distributor and the Exhibitor respectively, as hereinafter provided, and in the event of such committee failing to act or to agree upon a sum as damages, then such sum as shall be fixed by the Board of Arbitration as hereinabove provided. It is agreed that the foregoing stipulation for liquidated damages is intended to afford to the respective parties hereto a remedy by way of damages in the event the breach or default has not been prevented and it is not intended to take away nor be a substitute for any right or remedy which either the Distributor or the Exhibitor has at law or in equity to prevent by injunction

or otherwise the breach, or attempted breach, by the other of this agreement, and the parties respectively agree that they will not assert the existence of this stipulation for liquidated damages as a ground for refusing equitable relief in any judicial proceeding, and that the existence of such stipulation shall not be construed or held to be a ground for such refusal.

18. Nothing in this agreement shall be deemed to constitute the Exhibitor and the Distributor nor the Exhibitor and any of the artists or producers whose motion pictures are to be furnished to the Exhibitor herein, partners or joint adventurers, or to create or impose any partnership or joint adventureship relation or liability, and the relationship between the parties hereto shall be deemed to be that of independent contractors.

19. If any of the specifically named members of the committee of four referred to in this agreement as consisting of Joseph M. Schenck and Nicholas M. Schenck, representing the Distributor, and Sam Katz and Sidney R. Kent representing the Exhibitor, shall cease to be actively associated with the party to this contract which such individuals represent, then the party represented by such individual may substitute for him, or them, as the case may be, another representative, or representatives, such change to be effected by written notice to the other party setting forth the change. Said respective parties may also fill a vacancy in said committee caused by the absence or incapacity or inability of said individuals to act or by said individuals personally withdrawing from the committee.

The persons substituted for the said representatives on the said committee or appointed to fill vacancies therein, as aforesaid, shall, in so far as they are to represent the Exhibitor, be designated by Publix Theatres Corporation as manager of the Exhibitor, or by a majority of all

of the directors elected by the holders of the class of stock of the Exhibitor owned by Paramount Famous Lasky Corporation, if Publix Theatres Corporation does not make the designation.

It is further understood and agreed that the entire committee shall pass upon any question submitted to it and that the vote of three out of four of said entire committee shall constitute the decision of the Committee.

30. If, during the term of this contract, the Paramount Theatre, at 43rd Street and Broadway, New York City, New York, is operated by Paramount Famous Lasky Corporation, or any of its subsidiaries, as a long run theatre, then from the date of the inauguration of such policy, the Paramount Theatre is to be substituted for either the Rivoli or Rialto Theatre under this contract for the exhibition of United Artists pictures, which shall be exhibited in the said Paramount Theatre and in the Rivoli or Rialto Theatre (according as one or the other thereof shall continue as the long run theatre), upon the same terms and conditions as herein provided, the operating expenses for the Paramount Theatre being on the basis defined in Article 5 hereof, except that in place of items referred to in clauses VI and VII thereof, there shall be used the actual fixed charges (including a seven per cent. [7%] per annum return on unamortized and undepreciated investment in land, buildings and equipment) of the Paramount Theatre, such investment and charges to be equitably apportioned between the theatre and the office building, and the amounts thereof either agreed upon between the Distributor and Paramount Famous Lasky Corporation, or in the event of a disagreement fixed by arbitration as in this agreement provided for the arbitration of other questions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

UNITED ARTISTS CORPORATION,

By .....

THE BIDDLE REALTY CORPORATION,

By .....

THE 1620 BROADWAY CORPORATION,

By .....

ORBIS MUNDI REALTY CORPORATION,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

MARY PICKFORD FAIRBANKS,

By .....,

Her attorney in fact.

THE PICKFORD CORPORATION,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

DOUGLAS FAIRBANKS,

By .....,

His attorney in fact.

THE ELTON CORPORATION,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Bickle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

GLORIA SWANSON,

By .....,

Her attorney in fact.

GLORIA SWANSON PRODUCTIONS, INC.,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Biddle Realty Corporation, The 1650 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

ART CINEMA CORPORATION,

By .....

FEATURES PRODUCTIONS, INC.,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

DAVID W. GRIFFITH,

By .....,

His attorney in fact.

D. W. GRIFFITH, INC.,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Bichile Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

JOSEPH M. SCHENCK,

By .....,

His attorney in fact.

JOSEPH M. SCHENCK PRODUCTIONS, INC.,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Biolite Realty Corporation, The 1650 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

SAMUEL GOLDWYN,

By .....,

His attorney in fact.

SAMUEL GOLDWYN, INC.,

By .....

Each of the undersigned producers, whose motion pictures or photoplays are now being distributed by United Artists Corporation, a Delaware corporation, pursuant to now existing contracts between that corporation and the undersigned, having read the provisions of the attached contract entered into between United Artists Corporation and Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, New York corporations, dated as of the fourth day of June, 1927, does hereby approve all of the provisions of the aforesaid contract as they affect the distribution and exhibition of the motion pictures of the undersigned distributed by United Artists Corporation pursuant to now existing contracts between that corporation and the undersigned and consent to its terms, conditions and provisions relative to the exhibition of the undersigned's motion pictures or photoplays in either the Rivoli or Rialto Theatre and, in the event provided for in Article 20 of said contract, in the Paramount Theatre, in the City of New York.

Dated, August , 1927.

CHARLES CHAPLIN,

By .....,

His attorney in fact.

CHARLES CHAPLIN FILM CORPORATION,

By .....

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY
J. HOMER PLATTEN
TREASURER

OFFICE OF THE TREASURER

June 6, 1927.

My dear Mr. Griffith,

The regular Quarterly Meeting of the Board, due to be held today, was indefinitely postponed, several days ago. It now appears that it will be convenient for you and the other Directors to convene here on June 29th at 2:30 o'clock in the afternoon.

Accordingly, Mr. Hays has called the meeting for that date, and it will be very much appreciated if you will have me formally advised as to your intention to be present.

I am,

Respectfully yours,

J. Homer Platten

Assistant Secretary.

D. W. Griffith, Esq.,
D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York, N.Y.

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANSHAF, Secretary
T. C. ERWIN, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT 9791
9792
9793
9794

June 8th, 1926.

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York,
N. Y.

Dear Mr. Banshaf:

I am enclosing herewith, a Comparative Balance Sheet of D. W. Griffith, Incorporated for the three periods ending, December 31st, 1924, December 31st, 1925 and May 31st, 1926 respectively.

You will note that for the last period namely, May 31st, 1926, the deficit account has been increased by $50,324.41 which represents our operating loss for the five-month period ending May 31st, 1926. However, this is after giving full effect to Mr. Griffith's salary for this period and also writing off $150,000 of released films cost carried on the books.

Please note there is a provision in this Balance Sheet for absolutely all of our Liabilities. On the other hand, there has been no Asset provision for our tax claims against both the Federal and State Governments so that in the event those items are decided against us, it will not affect the Balance Sheet as it now stands, but if they are decided in our favor, it will only affect the Assets.

Very truly yours,

D. W. GRIFFITH, INC.

By Raymond A. Klum E

RAK:IS
ENC.

June 9, 1927.

Consolidated Film Industries, Inc.,
203 West 46th St.,
New York, N. Y.

Gentlemen:

Will you kindly have the negative of "Home Sweet Home" matched to the sample print and dupe the missing scenes in the negative.

Will you also kindly have a title sheet made from the sample print.

Would appreciate it if you will have this work done as quickly as possible as there are two prints on order with you which must be ready for foreign shipment as soon as possible.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

Form 1201

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "USA"

DS7N GK 11 COLLECT

SK HOLLYWOODCALIF 1210P JUNE 10 1927

MISS C N CONWAY

120

CR D W GRIFFITH INC

DONT PAY BANZAF BACK SALARY UNTIL I GIVE OKAY REGARDS

D W GRIFFITH

337P

Form 1201 S.

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1927 JUN 10 PM 3 08

SB192 45 NL.LOSANGELES CALIF 10

A H T BANZHAF.

130 WEST 42 ST NEWYORK NY.

S1-d 116A

BILLS SENT FOR MONEYS ADVANCED AND SERVICES RENDERED APPARENTLY HAVE NOT RECEIVED ATTENTION FROM CLIENTS NEWYORK OFFICE STOP MAY I ASK YOU TO PLEASE INTERCEDE IN MY BEHALF AS A GREATER PORTION OF AMOUNT OF BILL REPRESENTS MONEYS WHICH I HAVE ACTUALLY EXPENDED STOP REGARDS.

LOYD WRIGHT..

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

RECEIVED AT OLIVE TELEGRAPH OFFICE - STA. 48

This is a fast Telegram unless otherwise indicated by a letter or figure after the number of words, or a letter preceding the text. Copy filed for 200 days. Urgent Telegram

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

QSA23 55SA 90 BLUE

FH NEWYORK NY JUNE 10 1927

DAVID W GRIFFITH

LOSANGELES BILTMORE HOTEL LOSANGELES CALIF

TAX LIEN REPRESENTS FIFTEEN THOUSAND EIGHT HUNDRED THIRTY SEVEN DOLLARS FIFTY CENTS LAST HALF OF TAXES UNPAID IN YEAR NINETEEN TWENTY THREE WHICH I EXPLAINED TO YOU AT ASTOR THIS ITEM EPPING KNOWS ALL ABOUT THE BALANCE IS INTEREST AND PENALTIES TAKE NO ACTION REGARDING THIS UNTIL KLUNES ARRIVAL STOP PROPERTY PURCHASED IN MY NAME UNRECORDED DEED OF WHICH FOR YOUR BENEFIT SIGNED BY MRS BANZHAF AND ME IS IN MY SAFE WITH YOUR OTHER DEEDS THEREFORE YOU MAY USE MY NAME FOR COUNTRY CLUB SUBSCRIPTION IF YOU DESIRE REGARDS

BANZHAF...

TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
AND REFER TO

IT:C:P:1
ONR:5641-C

June 10, 1927.

DWG

D. W. C. Corporation,
c/o Albert H. L. Banzhaf,
130 W. 42nd. St.,
New York, N.Y.

Sirs:

The Collector of Internal Revenue, 250 West 57th St.,New York, N.Y., has deposited the sum of $10.00 tendered by you to compromise your liability to interest at 1% per month incurred because of failure to pay the additional income tax assessed for the year 1919 in the amount of $167.98 within the time prescribed by law.

The Commissioner of Internal Revenue has considered the proposition and decided under date of June 2, 1927 with the advice and consent of the Secretary of the Treasury to accept the amount heretofore paid and deposited in full settlement of the liability and so close the case.

Respectfully,
C. R. NASH,
Assistant to the Commissioner.

By
Head of Division.

Copy to Collector.

June 11, 1927.

M. P. P. & D. of America,
469 Fifth Avenue,
New York, N. Y.

Attention of Mr. Platten.

Gentlemen:

Replying to your letter of June 8th to Mr. Griffith, kindly be advised that inasmuch as Mr. Griffith is in California, he will be unable to attend the meeting to be held June 29th.

Very truly yours,

Secretary to Mr. Griffith.

116A

METROPOLITAN TRUST COMPANY

OF CALIFORNIA

TWELFTH FLOOR
608 SOUTH GRAND AVENUE

LOS ANGELES

June 14, 1927

Mr. Albert H. T. Banshaf
130 West 42nd Street
New York, N. Y.

Dear Mr. Banshaf:

This is a most belated acknowledgment of your letter of May 4th. I saw Mr. Griffith immediately after the receipt of your letter and I don't believe there is any danger of Mr. Meline "shaking him down" for the adjoining acreage. As far as the value of the acreage is concerned, it is in keeping with the asking price for the surrounding property. But, like yourself, I cannot see that D. W. particularly needs it to round out his place.

Since Mr. Griffith is apparently permanently located here I look forward to the pleasure of seeing you before the year is out. With all good wishes, I am

Sincerely

H O Davis

HOD/FBC

#37

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

June 15, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500. which was received in this morning's mail, and which is being applied on the loan of the G. & H. Pictures Corporation in accordance with your request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

New York June 16,, 1927.

Thanks Helland

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

We beg to advise you that the Charles A. Hall Company have sent us shipping receipt for the goods forwarded to Mr. Willard Griffith, Los Angeles Biltmore, Room 731, Los Angeles, Calif.

We have sent the shipping receipt to the Bekins Van & Storage Company with instructions that they communicate with Mr. Willard Griffith at the above address regarding disposition of the goods on their arrival. We have also sent them insurance certificate #121382 of the Phoenix Insurance Company of Hartford covering the goods in transit against the following risks:

> "Against all risks of transportation or navigation, irrespective of percentage, including theft, robbery and pilferage, excluding risks of breakage, chipping, scratching or marring, unless caused by fire, sinking, stranding, derailment or collision or accident to the conveyance."

We send you enclosed list of the goods as packed and shipped.

We are advised by the Charles A. Hall Company that this shipment is going forward in a car leaving today. Shipment ~~will~~ arrive in about fifteen days.

Yours very truly,

F. Malaye

Ass't. Manager.

W:C

EXECUTIVE OFFICES
729 SEVENTH AVENUE
NEW YORK
TELEPHONE: BRYANT 7200

STUDIOS
LOS ANGELES, CAL.
TELEPHONE: GRANITE 8111

CABLE ADDRESS: SCHENCK

JOSEPH M. SCHENCK
MOTION PICTURE ENTERPRISES

JOSEPH M. SCHENCK PRODUCTIONS, INC.
(SOUNDAGRAM TALKING FEATURES)
TALMADGE PRODUCING CORPORATION
(SOUNDAGRAM TALKING FEATURES)
BUSTER KEATONS PRODUCTIONS, INC.
(BUSTER CONSOLES)
BUSTER KEATONS CORPORATION
(BUSTY & JEFF CARTOONS)

74

LOS ANGELES

June 17th
1927

Miss C. M. Conway
C/o D. W. Griffith, Inc.,
1476 Broadway
New York, N.Y.

Dear Miss Conway:

I have taken up the matter of a print of "Intolerance" which is requested by one of the junior members of the firm of Kuhn, Loeb & Co., with Mr. Griffith, and he declines the request, giving no reason.

Will you please write Mr. J. Homer Platten of the Motion Picture Producers & Distributors of America, telling him of Mr. Griffith's pleasure in this matter.

I am enclosing the correspondence in connection with this matter.

Yours very truly,

D. W. GRIFFITH COMPANY

By Raymond D. Kelly

RK:LY

June 17, 1927

Mr. Raymond A. Kluna,
Hollywood Plaza,
Hollywood, Cal.

Dear Mr. Kluna,

Glad to receive your wires, one relative to Mr. and Mrs. Griffith's matter, and the other regarding the tax matter for 1923, since thereby it is evident that you arrived safely.

I am enclosing herewith copies of the original and amended tax statements for the year 1923 for your information. You will recall that I gave you some other data regarding the same.

I am also enclosing the claim for credit which we filed in this matter which I think is self-explanatory.

If there is any further information you desire regarding this speak to Mr. Epping since I am sure he will recall the incident of making these changes. All Mr. Griffith's adjustments up to 1925 have been closed and cleared up with the exception of the payment for the 1923 tax.

Relative to The Silver Cord, I received word that Mr. Freedman of Brant and Brant will get in touch with me next week and to quote from the Theatre Guild's letter, "I am sure Mr. Freedman will make you a proposition that will prove attractive to your client."

I think you ought to tell the plot of this play according to your best recollection to Mr. Griffith, since from what I remember of it, I believe it would make a very interesting picture.

Hoping you are reasonably settled by this time and that you will not be too lonesome, and with kindest regards to yourself, Mr. Griffith and Mr. Epping, I remain

Very truly yours,

AHTB KM
ENC.

Mrs. S. Please return the enclosures as they are the only records I have.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

SCHEDULE 1

BLOCK ADJUSTMENTS — Year 1923

	Return	Additions to Income	Deductions from Income	Corrected
1. Salary	135,500.00		15,000.00	120,500.00
9. Interest	5,056.90			5,056.90
10. Total	140,556.90			125,556.90
12. Taxes	5,799.71			5,799.71
14. Bad Debts	54,662.32	54,662.32		
17. Total	60,462.03			5,799.71
Total Income	$80,094.87	$ 54,662.32	$15,000.00	$119,757.19

Net Income: $119,757.19

SCHEDULE 1-A

EXPLANATION OF ITEMS

All items in return checked and discussed with taxpayer's representative, A. H. T. Banzhaf, 130 West 42nd Street, and found correct as reported except Items 1 and 14.

Item 1 Deduction of $9,500.00, attorney's fees represents payment by taxpayer of fees for legal services rendered in connection with business. Services rendered covered a period of several years but were paid by taxpayer in 1923. In addition to this item taxpayer substantiated traveling, entertaining and other expenses in connection with his business of $15,000.00 which was claimed on amended return filed.

Item 12 Taxes deducted were paid to New York State.

Item 14 Bad Debts deducted was allowed on audit of taxpayer's 1921 return as a deduction in that year, and is therefore disallowed in this year.

Taxpayer filed an amended return showing the above adjustments but tax shown due on amended return was never assessed as shown by copy of letter from Collector of Internal Revenue, at Los Angeles, Calif. Attached.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE 1

BLOCK ADJUSTMENTS — Year 1923

		Return	Additions to Income	Deductions from Income	Corrected
1.	Salary	130,500.00		15,000.00	120,500.00
9.	Interest	9,956.90			9,956.90
10.	Total	140,456.90			130,456.90
12.	Taxes	6,799.71			6,799.71
14.	Bad Debts	54,608.32	54,608.32		
17.	Total	60,462.03			6,799.71
Total Income		$ 80,094.87	$54,608.32	$15,000.00	$119,757.19

Net Income: $119,757.19

SCHEDULE 1-A

EXPLANATION OF ITEMS

All items in return checked and discussed with taxpaper's representative, A. H. T. Banshaf, 130 West 42nd Street, and found correct as reported except Items 1 and 14.

Item 1 Deduction of $9,500.00, attorney's fees represents payment by taxpayer of fees for legal services rendered in connection with business. Services rendered covered a period of several years but were paid by taxpayer in 1923. In addition to this item taxpayer substantiated traveling, entertaining and other expenses in connection with his business of $15,000.00 which was claimed on amended return filed.

Item 12 Taxes deducted were paid to New York State.

Item 14 Bad Debts deducted was allowed on audit of taxpayer's 1921 return as a deduction in that year, and is therefore disallowed in this year.

Taxpayer filed an amended return showing the above adjustments but tax shown due on amended return was never assessed as shown by copy of letter from Collector of internal Revenue, at Los Angeles, Calif. Attached.

D. W. Griffith #2

SCHEDULE 2

COMPUTATION OF TAX: 1921	Year ended 12/31/1921	
Total net income (see Sched. 1)		$119,757.19
Income subject to surtax		119,757.19
Less: Exemption	1,000.00	1,000.00
Income subject to normal tax		118,757.19
Tax 4% on $4,000.00	160.00	
Tax 8% on 114,757.19	9,180.56	
Surtax	31,943.35	
Total Tax assessable		41,283.93
Less: Credit of 25% per Section 1200, Revenue Act of 1924	10,320.98	10,320.98
Net tax assessable		30,962.95
Total Tax previously assessed before deducting any credits	20,167.24	
Less: Credit of 25% per Sec.1200 Rev. Act of 1924	$5,041.81 / 5,041.81	
Net tax previously assessed		15,125.43
ADDITIONAL TO BE ASSESSED		$ 15,837.52

B. W. SRO
MUSEUM OF MODERN ART FILM LIBRARY

HOLLYWOOD PLAZA HOTEL

6/17/27

Dear Mr. Langley,

By the absence of a letter, you probably have wondered what happened to me. The truth of the matter is that between being very busy and getting lost in Los Angeles, I haven't had much time. I had rather an interesting trip across the continent but developed a severe cold which I am still in the throes of.

What Mr. G. is doing is of paramount interest so I will start with that.

Del Lord who directed "Tipsy & Co" with the Duncan Sisters made a mess of it evidently, because Schenck in disgust turned it over to Mr. G shortly after his

arrival here and asked him to do something with it. He shot quite a few additional scenes and recut the greater part of it and from the comments I have heard he improved it to a rare degree. As a matter of fact J. S. made the remark that the picture is now worth $300,000 more. (It might have been with what I saw the opening of it) I saw the opening of it last night at the Egyptian and thought it quite good, however not exceptional. Of course I did not see it before Mr. G. took it in hand therefore I cannot vouch for the improvement.

Mr. G. said that if it had not been for "Topsy & Eva", he would have been able to start on his own picture sometime ago, therefore I suggested that the $4000-per wk received to date should be charged to "Topsy & Eva" and not to his first picture. After all he did not supervise "Topsy & Eva" – he remade it.

HOLLYWOOD PLAZA HOTEL

Anyone adding $300,000 to the value of a picture has remade it. We are going to take up with J. S. next week the matter of my suggestion.

The matter of Mr. B's son. Mr. Schenck (J.S.) suggested a young lady in Los Angeles who is known throughout the industry on the quite as a miracle worker. I interviewed her yesterday myself and from what she showed me - she is there and can help us. Not alone getting a substantial part or all of the interest waived but probably get a reduction in the tax itself.

She says it doesn't matter whether I think that is impossible or not. She is politically inclined. Of course she doesn't admit it but Schenck implied it.

I went to the tax office myself yesterday and couldn't squeeze an hour more than 2 weeks out of them for an extension. She went today and got 2 months with a possibility of more if we could show them that we were getting to work on it immediately. In some unknown way she can ~~read~~ cancelled checks drawn to cash as vouchers and get away with it and also other cancelled checks as vouchers. That is what we need because Dr. S. has many cancelled checks drawn to cash. I took the matter up with Mr. S. and he said by all means to go ahead with it. I am very much in favor of it myself. Of course she works on a contingent basis. I shall draw up an agreement before she actually takes hold of the proposition. She feels certain that she can do something on subsequent years on deductions that we did not take and from what I have seen - she can. That is why I asked for 1923-4-5-6 returns

Attorney feels he will not be misled with Kahn.

HOLLYWOOD PLAZA HOTEL

5.

and papers in connection therewith, in my letter today. Incidentally that letter was very formal and unexplanatory for the reason that a copy of it had to be shown to the Collector in L.A. to show that we were taking steps immediately to work on this thing. Please do not lose any time sending me the information requested and I shall keep you well informed as to our progress. I hope you are in favor of this action.

I explained the status of Mrs B to ~~Mr.~~ B. and he felt quite abused etc. and started to talk bankruptcy as a release. Why - I don't know. ~~but~~ I did my best to show him it would be fatal to take such a step and by it he would gain nothing. I think I succeeded temporarily.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I took up the matter of the extra thousand with Mr. Levy who is the man here. It seems that the delay was due to a misunderstanding of the contract. However I think we got straight on it and I am promised a check for the full amount tomorrow. I may get it.

The story Mr. G is to make is nameless - I understand it involves French diplomatic entanglements etc. - Napoleonic affair. At any rate it is supposed to be an excellent story. Work will start in about 2 weeks. She is making tests now. Not of our friends either.

If there is anything you wish to know or wish me to do please don't hesitate to call on me but remember this - I have chose to write letters concerning Mr. G's personal business in England and it is no easy job. So ask me questions that require short answers unless they can be taken by the Griffith stenographer. We all have one stenographer at the Studio.

With kindest regards to yourself and staff I am
Sincerely Raymond A. Kilburn

May 19, 1927

Dear uncle Albert:

The enclosed letter and bill have just been received. I wonder if it would be well to let Frances and Earl live in the Mr. George house, if they would assume the upkeep & expense. Or perhaps uncle Will and family would move in with them during part of the year. It looks like they ought to be able to keep things in good shape between them. It is a shame to have to pay out money without any benefit.

I would have had Curtis write out this check without bothering you. But we are having to borrow money this month as it is. Buying the car has surely been hard on us, but we will have it paid for next month, and then we can breath.

Please tell uncle David I wrote Lois Carter, but her letter was returned to me.

I suppose Alma is in France now; give her our love when you write.

Wish you could see the beautiful flowers we have. Three lovely bouquets of sweet peas, for-get-me-nots freesies, and helitrope; all home grown, but beautiful.

We are still looking for uncle David; Hollywood seems to be really anxious for his return.

Love and best wishes from all of us.

"Little" Ruth

June 20, 1927.

Sidney L. Kieser, M. D.,
333 West 42nd Ave.,
New York, N. Y.

Dear Sir,

The enclosed check in the amount of $20.00 is in payment of your bill of May 5th to Mr. D. W. Griffith. Will you kindly acknowledge receipt and oblige

Yours very truly,

Secretary to Mr. Griffith.

June 21, 1927

Mr. Raymond A. Kluna,
Hollywood Plaza Hotel,
Hollywood, Cal.

Dear Mr. Kluna,

I am enclosing herewith Mr. Griffith's tax returns for 1924, 1925 and 1926. You have already received 1923, together with waivers, notices and schedules relative to these tax matters. Please keep these intact since they are the only records I have.

You will note that the 1923, 1924 and 1925 taxes were passed upon by the Field Agent, whose name I believe is Mr. Regan and as previously stated these taxes have been paid with the exception of the tax for 1923. I doubt very much whether it would be profitable to open up these three years, unless you find that you can make a very substantial saving.

I have been looking over my records and I cannot find the items which we had to substantiate some of the deductions in these three years and for that reason we may have difficulty in again substantiating these deductions should the matter be opened again.

If there is any further data that you may desire relative to these matters, please advise me.

I regret to hear that you have had trouble with your eye and trust that it is entirely well again.

With kindest regards and best wishes to you all, I remain

Very truly yours,

AHTB KM

D. W. Griffith INCOME

1926

Australia	U.A.	Fall of Babylon	27.10
"	"	Mother and the Law	40.08
Far East	"	Mother and the Law	1150.00
"	"	Fall of Babylon	1250.00
Canada		Mother and the Law Fall of Babylon	144.01
Tonawanda, N.Y.		Intolerance	55.00

H. C. Miner Company, N. Y. C. Profit on sale

Mother and the Law and Fall of Babylon posters 511.68

DISBURSEMENTS

Taxes on La Grange property 54.10

$1500 of initiation fee into Shriners used for Cripple Childrens Masonic Home. This can be included in contribution.

Masonic Club 3/27/26 2 seats for Benefit at Metro. O. H. $50.00

1925 N.Y. State Tax $221.79

Taxes on Ranch, April 24 458.74
" " " Nov. 27 618.23

Milk Fund Benefit, N. Y. C. April 17th $150.00 for box at Metro. O.H.

Taxes on dues in Players Club $5.00

SCHEDULE 3

BLOCK ADJUSTMENTS — Year 1924

	Return	Additions to Income	Deductions from Income	Corrected
1. Salary	63,735.80			63,735.80
7. Dividends	900.00			900.00
10. Total	64,635.80			64,635.80
12. Taxes	1,960.13			1,960.13
16. Loss	5,958.88	5,958.88		
17. Total	7,919.01			1,960.13
Capital Loss			5,958.88	5,958.88
Total Income	56,716.79	5,958.88	5,958.88	56,716.79

Net Income: $56,716.79

SCHEDULE 3-A

EXPLANATION OF ITEMS

All items in return checked and discussed with taxpayer's representative, A. H. T. Banshaf, 130 West 42nd Street, and found correct as reported, except Item 16.

Item 1 Deduction for travelling, entertaining and other business expenses charged against salary were substantiated by taxpayer's records.

Item 12 Taxes deducted were paid on real estate and New York State income tax.

Item 16 This item represents a loss on sale of stock of the A.G.S. Theatre Corp. This stock was purchased October 26, 1921 for $12,500.00 and sold in 1924 for $6,541.12, a loss of $5,958.88. Since the stock was held for over two years the loss was disallowed in this item and allowed as a capital loss in Schedule D.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE 4

COMPUTATION OF TAX CREDIT BASED ON EARNED INCOME — Year ended 12/31/1924

Schedule for the 1924 Law

Earned Income	10,000.00
Less: Exemption	1,000.00
Amount for normal tax	9,000.00
Normal tax at 2%	80.00
" " " 4%	160.00
" " " 6%	60.00
Total normal tax on earned income	300.00
Credit: 25% of normal tax	$75.00

SCHEDULE 5

COMPUTATION OF TAX: 1924 Law			Year ended 12/31/1924.
Total net income (See Sched. 3)			$62,675.67
Capital net Loss $5,958.88			
Income subject to surtax			62,675.67
Less: Exemption		1,000.00	
Dividends		900.00	
			1,900.00
Income subject to normal tax			60,775.67
Tax at 2% on $ 4,000.00		80.00	
Tax at 4% on 4,000.00		160.00	
Tax at 6% on balance	$52,774.67	3,166.54	
Surtax		6,048.64	
		9,455.18	
12½ on capital loss		744.86	8,710.32
Total tax			8,710.32
Credits: 25% of normal tax on earned income (10,000 - 1,000)		75.00	75.00
Total tax assessable			8,635.32
Tax previously assessed			7,777.37
ADDITIONAL TO BE ASSESSED			$ 857.95

SCHEDULE 6

BLOCK ADJUSTMENTS	Year 1926	
	Return	Corrected
4. Salary	55,005.40	55,005.40
5. Royalties	4,035.87	4,035.87
7. Dividends	960.00	960.00
10. Total	59,019.27	59,019.27
12. Taxes	5,994.96	5,994.96
15. Contributions	310.00	310.00
16. Other	34,394.41	34,394.41
17. Total	39,699.39	39,699.39
Total Income	19,319.88	19,319.88

Net Income: $19,319.88

SCHEDULE 6-A

EXPLANATION OF ITEMS

All items in return checked and discussed with taxpayer's representative, A. H. T. Banshaf, 130 West 42nd Street, and found correct as reported, except Item 47

Item 1 Deduction for travelling, entertaining and other business expenses were substantiated by taxpayer's records.

Item 5 Royalties received were checked with taxpayer's records and found correct as reported.

Item 12 Taxes deducted were paid on realestate and to New York State.

Item 15 Contributions were checked and found correct as reported.

Item 16 This loss was an investment in the Slendaform Corp. made in 1924. The corporation was bankrupt in 1925 with no assets.

Item 47 Earned income credit limited to 25% of normal tax plus 25% of surtax on earned income.

SCHEDULE 7

COMPUTATION OF TAX CREDIT BASED ON EARNED INCOME — Year ended: 12/31/1925

SCHEDULE FOR THE 1924 LAW

Earned income		$20,000.00
Less: Exemption		1,500.00
Amount for normal tax		18,500.00
Normal tax at 1½%	60.00	
" " " 2%	120.00	
" " " 5%	625.00	
Surtax	220.00	
Total normal tax on earned income		925.00
Credit: 25% of normal tax		$ 231.25

Earned income credit limited to 25% of normal tax $625.49, plus 25% of surtax on earned income $220.00, a credit of $210.62.

SCHEDULE 8

COMPUTATION OF TAX: 1925 Law — Year ended: 12/31/1925

Total net income (See Sched. 6)			$19,319.88
Income subject to surtax			19,319.88
Less: Exemption	1,500.00		
Dividends	960.00		2,460.00
Income subject to normal tax			$ 16,859.88
Tax at 1½% on $4,000.00		60.00	
Tax at 3% on $4,000.00		120.00	
Tax at 5% on balance	$8,859.88	442.99	
Surtax		192.80	815.79
Total tax			815.79
Credits: 25% of normal tax on earned income (20,000 - 1,500)		210.62	
			210.62
Total tax assessable			605.17
Tax previously assessed			584.04
ADDITIONAL TO BE ASSESSED			$ 21.03

D. W. Griffith

INCOME
1926

Australia	U. A.	Fall of Babylon	97.10
"	"	Mother and the Law	48.58
Far East	"	Mother and the Law	1150.00
"	"	Fall of Babylon	1250.00
Canada		Mother and the Law Fall of Babylon	146.61
Yonkers, N. Y.		Intolerance	35.00

H. G. Ulmer Company, N. Y. C. Profit on sale
Mother and the Law and Fall of Babylon posters $811.68

DISBURSEMENTS

Taxes on La Grange proprty $54.10

$15.00 of initiation fee into Shriners used
for Cripple Childrens Masonic Home. This can be included in contributions.

Masonic Club 3/27/26 2 seats for Benefit at Metro. O. H. $50.00

1925 N. Y. State Tax $221.79

Taxes on Ranch, April 24 458.74
" " " Nov. 27 618.23

Milk Fund Benefit, N. Y. C. April 17th $150.00 for box at Metro. O. H.

Tax on dues in Players Club $5.00

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith #3

SCHEDULE 3

BLOCK ADJUSTMENTS — Year 1924

	Return	Additions to Income	Deductions from Income	Corrected
1. Salary	63,735.60			63,735.60
7. Dividends	900.00			900.00
10. Total	64,635.60			64,635.60
12. Taxes	1,960.13			1,960.13
16. Loss	5,958.88	5,958.88		
17. Total	7,919.01			1,960.13
18. Net	56,716.79			62,675.67
Capital Loss			5,958.88	5,958.88
Total Income	56,716.79	5,958.88	5,958.88	56,716.79

Net Income: $56,716.79

SCHEDULE 3-A

EXPLANATION OF ITEMS

All items in return checked and discussed with taxpayer's representative, A. H. T. Banzhaf, 130 West 42nd Street, and found correct as reported, except Item 16.

Item 1 Deduction for travelling, entertaining and other business expenses charged against salary were substantiated by taxpayer's records.

Item 12 Taxes deducted were paid on real estate and New York State income tax.

Item 16 This item represents a loss on sale of stock of the A.C.S. Theatre Corp. This stock was purchased October 26, 1921 for $12,500.00 and sold in 1924 for $6,541.12, a loss of $5,958.88. Since the stock was held for over two years the loss was disallowed in this item and allowed as a capital loss in Schedule D.

D. W. Griffith #4

SCHEDULE 4

COMPUTATION OF TAX CREDIT BASED ON EARNED INCOME — Year ended 12/31/1924

Schedule for the 1924 Law

Earned Income	10,000.00
Less: Exemption	1,000.00
Amount for normal tax	9,000.00
Normal tax at 2%	80.00
" " 4%	160.00
" " 6%	60.00
Total normal tax on earned income	300.00
Credit: 25% of normal tax	75.00

SCHEDULE 5

COMPUTATION OF TAX: 1924 Law — Year ended 12/31/1924.

Total net income (see Sched. 3)			$62,675.67
Capital net Loss $5,958.86			
Income subject to surtax			62,675.67
Less: Exemption		1,000.00	
Dividends		900.00	
			1,900.00
Income subject to normal tax			60,775.67
Tax at 2% on $ 4,000.00		80;00	
Tax at 4% on 4,000.00		160.00	
Tax at 6% on balance	$52,775.67	3,166.54	
Surtax		6,048.64	
		9,455.18	
12½ on capital loss		- 744.86	8,710.32
Total tax			8,710.32
Credits: 25% of normal tax on earned income (10,000 - 1,000)		75.00	
			75.00
Total tax assessable			8,635.32
Tax previously assessed			7,777.37
ADDITIONAL TO BE ASSESSED			$ 857.95

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith #5

SCHEDULE 6

BLOCK ADJUSTMENTS — **Year 1925**

	Return	Corrected
1. Salary	52,003.40	52,003.40
5. Royalties	6,056.47	6,056.47
7. Dividends	960.00	960.00
10. Total	59,019.87	59,019.87
12. Taxes	2,994.96	2,994.96
15. Contributions	310.00	310.00
16. Other	36,394.41	36,394.41
17. Total	39,699.39	39,699.39
Total Income	19,319.66	19,319.66

Net Income: $19,319.66

SCHEDULE 6-A

EXPLANATION OF ITEMS

All items in return checked and discussed with taxpayer's representative, A.H.T. Banzhaf, 130 West 42nd Street, and found correct as reported, except Item 47

Item 1 Deduction for travelling, entertaining and other business expenses were substantiated by taxpayer's records.

Item 5 Royalties received were checked with taxpayer's records and found correct as reported.

Item 12 Taxes deducted were paid on real estate and to New York State.

Item 15 Contributions were checked and found correct as reported.

Item 16 This loss was an investment in the Slendaform Corp. made in 1924. The corporation was bankrupt in 1925 with no assets.

Item 47 Earned income credit limited to 25% of normal tax plus 25% of surtax on earned income.

MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith #6

SCHEDULE 7

COMPUTATION OF TAX CREDIT BASED ON
EARNED INCOME — Year ended: 12/31/1925

SCHEDULE FOR THE 1924 Law

Earned Income		$20,000.00
Less: Exemption		1,500.00
Amount for normal tax		14,500.00
Normal tax at 1½%	60.00	
" " " 3%	120.00	
" " " 5%	525.00	
Surtax	220.00	
Total normal tax on earned income		925.00
Credit: 25% of normal tax		$ 231.25

Earned income credit limited to 25% of normal tax, $622.49, plus 25% of surtax on earned income $220.00, a credit of $210.62.

SCHEDULE 8

COMPUTATION OF TAX: 1925 Law		Year ended 12/31/1925
Total net income (See Sched. 6)		$19319.88
Income subject to surtax		$19,319.88
Less: Exemption	1,500.00	
Dividends	960.00	
		2,460.00
Income subject to normal tax		$ 16,859.88
Tax at 1½% on $4,000.00	60.00	
Tax at 3% on 4,000.00	120.00	
Tax at 5% on balance $8,859.88	442.99	
Surtax	192.80	
		815.79
Total Tax		815.79
Credits: 25% of normal tax on earned income (20,000 - 1,500)	210.62	
		210.62
Total tax assessable		605.17
Tax previously assessed		584.04
ADDITIONAL TO BE ASSESSED		$ 21.03

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#93

June 22, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

We are in receipt of your check for $500., which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Thanking you, we are

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

New York June 25, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

We have looked into the matter of the Victrola records and find that we received a Victrola and two boxes May 4th from the Hotel Astor. The boxes were not packed by us. The damages noted on the Victrola when the same was received were as follows:

scratched, stained, chipped, pieces broken off leg and missing, top split.

The machine was packed and shipped to California. Great care was used in the packing of the records. Our packers found that they were packed together with shirts and underwear and when they removed the records from the cases they found fifty-seven (57) broken.

Yours very truly,

L J Mulay

Ass't Manager.

W:C

D. W. GRIFFITH, PRESIDENT
A. GRIFFITH, 1ST VICE-PRESIDENT
A. H. T. BANSHAF, SECRETARY
T. C. SPRING, TREASURER

105

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT [illegible]

June 27, 1927.

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banshaf,

The enclosed letter from our tenants, the Milgus Realty Corporation, explains itself. I am also sending herewith the lease, from which you will ascertain that there is no written agreement regarding the switchboard. Mr. Klune attended to all the negotiations pertaining to this lease and agreed to let our switchboard remain as an accomodation to the Milgus Realty Corporation, with the understanding that in return for this accomodation their switchboard operator would handle our calls (she would, naturally, have to do this anyhow as we insisted upon keeping our own old number Bryant 6761) and that at the end of the month the charges would be divided pro rata, not including the operator's services, of course. While the Milgus Realty Corporation occupied the offices this arrangement was very satisfactory. However, about the end of April or beginning of May they moved over to their Madison Avenue offices and sublet these, without submitting the new tenants to us, to B. Frank Levey, Inc. who is, I believe, connected in some way with the Commodore Athletic Club. Mr. Levey had a telephone operator and for a little while things ran along smoothly. Then, he decided the girl he had on the board was too expensive and he sent her over to some other office and in the meantime, until he got another operator, the switchboard was operated by whomever happened to be in their office, most of the time by the various men connected with the office, who did not always know how to operate a switchboard. Needless to say, it caused us great inconvenience and was the beginning of the decision on our part to have the switchboard removed, as the service was terrible. Then Mr. Levey employed another young lady who remained about a week or two. On June 13th I came to the office to find it dark and the switchboard unattended. I connected one of the wires through and later in the day one of the men came in to tell me that there would be no one on the switch board that day as it was a holiday (it was the day of the Lindbergh parade) and Mr. Levey had given the young lady the day off. However, the next morning no one appeared in the office, either to take care of the switchboard or transact business and there has been no one in there since, which leads me to believe that the Levey Company have broken their lease with the Milgus Realty Corporation. Incidently, Mr. Levey left without paying us a telephone bill of over $50 and there will also be some charges against him on the bill which comes in July 1st. Mr. Levey dropped in the other day and said he was coming back (however, I don't think he is in view of the enclosed letter) and he said he would come in again this week and pay the telephone bills. Before Mr. Klune left for the Coast he had decided that it would be better for us just to have our own direct line, Bryant 6761, and to have the switchboard taken out. He spoke to Mr. Levey about this and Mr. Levey agreed that it was the

D. W. GRIFFITH, PRESIDENT
A. GRIFFITH GREY, VICE PRESIDENT

A. H. T. BANSHAF, SECRETARY
T. C. ENDING, TREASURER

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT 9781
9782
9783
9784

June 27, 1927.

Mr. Banshaf
#2

right thing to do and that it would be perfectly satisfactory to him. However, in the meantime, he left. When I learned that Mr. Levey had left probably for good I telephoned Mr. Gusdefer of the Milgus Realty Corp. to inquire whether he knew about it and whether or not he could give me any trace of Mr. Levey so that the telephone bill could be collected. I spoke to him several times on the telephone about this and also mentioned to him that we intended to have the switchboard removed, for the above mentioned good reason, and I asked him if he had any objection to which he replied that it was perfectly O. K. as far as they were concerned. I consulted him about this matter only through courtesy as Mr. Klune assured me that there was nothing in our lease covering the switchboard, that it was left here merely as an accomodation to the Milgus Realty Corporation and the service being unsatisfactory, we were within our rights to have it removed. For this reason I did not consider it necessary to advise the Milgus Realty about this in writing.

I am under the impression that the Levey Co. does not intend to fulfill their contract with Milgus, and that Milgus in turn are trying to use this to break their lease with us. Will you, therefore, kindly have this attended to at once so that they know we mean business and as is usual, I will bill them for the rent on the first of July.

Very truly yours,

June 29, 1927.

American Watch & Diamond Co.,
503 Fifth Avenue,
New York, N. Y.

Gentlemen:

We are in receipt of your inquiry regarding Mr. George Neville, and while it is true that Mr. Neville was employed by us as an actor some time ago, in view of the fact that it was so long ago we are not in a position to vouch for him at this time. However, we do believe that Mr. Neville is reliable and fully responsible for a debt such as the amount stated in your letter.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

ESTABLISHED 1880

CABLE ADDRESS: INVOBRER

AMERICAN WATCH & DIAMOND CO.

IMPORTERS OF DIAMONDS
DEALERS IN AMERICAN WATCHES
AND MANUFACTURERS OF FINE JEWELRY

DOWNTOWN BRANCH:
5 MAIDEN LANE
PHONE CORTLANDT 5687

UPTOWN BRANCH:
560 FIFTH AVENUE
PHONE VANDERBILT 0868

FACTORY:
5 CORTLANDT ST. N.Y.

GENERAL OFFICES AND MAIL ORDER DEPARTMENT:
5 MAIDEN LANE - 4TH FLOOR

EUROPEAN OFFICES:
ANTWERP - AMSTERDAM

NEW YORK

PLEASE ADDRESS ALL COMMUNICATIONS TO 560 5TH AVE.

D. W. GRIFFTH
1476 Broadway
NYC

Gentlemen:

GEORGE NEVILLE residing at

314 West 36th st.NYC desires to open a charge account with us involving a credit of about $ 25.00 and refers to you amongst others stating that he was in your employ as Actor for a period of about 3 yrs. ~~xxxxxxxxxxxxxxxx~~ .

Will you kindly furnish us with all possible information regarding this party, as to character, responsibility, term of employment, etc., to enable us to determine to what extent applicant may be entitled to credit.

Thanking you in advance for the courtesy of a prompt reply with details for which return stamped envelope is enclosed, we are

Yours truly,

AMERICAN WATCH & DIAMOND CO.

HS:EP
ENC.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#34

July 28, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500., which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

June 26, 1927.

Mr. L. J. Bailey,
Manhattan Storage & Warehouse Co.,
52nd St. & 7th Avenue,
New York, N. Y.

Dear Sir,

I am in receipt of your letter of the 25th, addressed to Mr. Griffith. I am aware of the fact that your company employees did not pack the records before they were removed from the Hotel Astor. However, I personally supervised the packing of these records in Mr. Griffith's room at the Hotel Astor and I know that there was not a broken or cracked record packed in any of the boxes, and these boxes remained in the room and were taken from the room by your men, so that if there were 57 of the records broken when the boxes arrived at your warehouse, the damage must have been caused by careless handling, despite the fact that the men were told, and the boxes were marked, that the contents were breakable.

Not having seen the Victrola itself before it was shipped to California I am unable to understand what is meant by the phrase "pieces broken off leg and missing, top split". However, I do know the condition in which the Victrola left the hotel, and there was no very noticeable damage at that time. I have requested our people in California to advise me the exact condition of the Victrola and records when same are received, and I will communicate with you further at that time.

Very truly yours,

Secretary to Mr. Griffith.

Indexed
7810

1/4 Relation
P

June 30, 1927.

Argentine American Film Corporation,
220 West 42nd Street,
New York, N. Y.

Gentlemen:

Enclosed herewith you will find bill covering the exhibition rights of "Home Sweet Home" in Argentine, Paraguay & Uraguay as provided for in agreement dated Dec. 10, 1926.

Also enclosed you will find bill for two prints of "Hearts of the World" and "Home Sweet Home" ordered by you under date of May 20th.

Upon receipt of the check covering the enclosed bills, we will be pleased to have the above prints delivered to your agent, Ely Levy, 729 Seventh Ave., N. Y. C.

Will you also kindly advise us by return mail whether or not you desire to exercise the option for the additional pictures as provided for in the agreement dated Dec. 10, 1926.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

June 30, 1927.

Argentine American Film Corporation,
220 West 42nd Street,
New York, N. Y.

Dr. to

D. W. Griffith, Inc.

For exhibition rights to "Home Sweet Home" in Argentine, Paraguay & Uruguay, as provided for in agreement	$1,000

Pls. bill for this

June 30, 1927.

Argentine American Film Corporation,
220 West 42nd Street,
New York, N. Y.

Dr. to

D. W. Griffith, Inc.

2 flash title prints of "HOME SWEET HOME", 7456 feet @ .036	$ 160.96
10 Cans @ 10¢	1.00
2 flash title prints of "HEARTS OF THE WORLD", 14400 feet @ .035	504.28
18 Cans @ 10¢	1.80
TOTAL	$ 768.04

Your Order #2017

D.W. GRIFFITH INC.

BALANCE SHEET JUNE 30th, 1937

ASSETS

CASH	General	$11,488.20		
	Mortgage	20,300.00		
	Interest	10,538.18		342,257.33
INVENTORIES	Released Film	25,000.00		
	Scenarios	5,600.00		30,600.00
ACCOUNTS RECEIVABLE	Officers	5,095.04		
	Special-Lebedeff	1,000.00		6,095.04
ACCRUED INTEREST RECEIVABLE ON MORTGAGE				6,700.00
ACCRUED INCOME AND INCOME IN TRANSIT				10,000.00
BOND AND MORTGAGE RECEIVABLE				401,700.00
INVESTMENT IN U.A. CORPORATION				35,000.00
CASH SURRENDER VALUE-LIFE INSURANCE (Less Loan)				13,485.00
DEFERRED CHARGES-Prepaid Ins.etc.				1,647.30
FURNITURE AND FIXTURES				1,500.00
GOODWILL-EQUITY IN FILMS ETC				646,955.50
DEFICIT		$2,041,786.90		
Loss-6 months to 6/30		108,408.48	2,150,195.38	
				$3,548,143.55

LIABILITIES AND CAPITAL

LOANS FROM BANKS			$ 16,000.00
LOANS FROM OTHERS	J.C.Epping	$92,603.69	
	D.W.Griffith	51,088.11	
	S & L Shubert	7,500.00	151,191.80
ACCOUNTS PAYABLE-REGULAR			3,453.88
ACCOUNTS PAYABLE-SUSPENDED	N.Y.State Tax	29,661.31	
	C.Dempster	11,500.00	
	M.Marsh	4,000.00	
	Hays Org.	5,600.00	50,711.31
D.W.GRIFFITH CURRENT SALARY ACCOUNT.			40,411.81
RESERVE FOR FEDERAL TAXES			3,000.00
RENT DEPOSIT-DEFERRED INCOME			175.00
CAPITAL STOCK			3,283,199.75
			$3,548,143.55

June 30, 1927.

PICTURE	NEGATIVE COST	GROSS
LOVE FLOWER	$91,372.41	$475,293.-
WAY DOWN EAST	635,590.23	2,674,562.-
	(Profit on Road Show not included)	
DREAM STREET	337,120.19	667,619.-
ORPHANS OF THE STORM	760,010.23	1,812,061.-
ONE EXCITING NIGHT	362,201.84	1,076,967.-
WHITE ROSE	425,608.50	802,687.-
AMERICA	795,018.02	1,234,837.-
LIFE	260,964.85	341,232.-

N 61

Dr. Robert C. Porter

DATE		AMOUNT	DATE	INTEREST
May 31	Balance	206	33	1.13
	200 J.W. Duffield			
June 30	Interest 6%	1.13		
		207.13		1.13
June 30	Balance	207.13		
	200 J.W. Duffield			

In Account with **FEUCHTWANGER & Co.,** Cr.

DATE		AMOUNT	DAYS	INTEREST
6 30	Per Cash	207.18	Int	1.13
		207.8		1.13

E. & O. E.

KEEP THIS STATEMENT FOR INCOME TAX

NATHAN BURKAN
COUNSELOR AT LAW
1481 BROADWAY
NEW YORK

TELEPHONE WISCONSIN 8000
CABLE ADDRESS BURKLAW NEW YORK

CHARLES BURKHARTS
LOUIS D FRANKLIN
JR
HUGH TOST
SOL A ROSENBLATT

July 1, 1937.

Ranshaf & Pomlinton, Esqs.,
180 West 42nd Street,
New York City.

Attention: Mr. Ranshaf.

Re: Way Down East.

Dear Mr. Ranshaf:-

I shall obtain a copy of the certificate of renewal of the copyright of Lottie Blair Parker in "Way Down East".

I have sent for recordation, and the Copyright Office has accepted, the documents in which motion picture rights were conveyed in the renewal copyright, together with the receipt showing the payment of the moneys for motion picture rights. These documents, in my opinion, fully protect Mr. Griffith in his motion picture rights to the Grismer-Parker version of "Way Down East" for the renewal term.

I am happy that I wasable to obtain these two documents, in view of the fact that Mrs. Parker had secured her own renewal, and I am also happy that I was able to be of service to you and to Mr. Griffith in this matter.

With kind regards, I am

Sincerely yours,

Nathan Burkan

LDF:MLE

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

CUSTOM HOUSE, NEW YORK, N. Y.

Office of
Revenue Agent in Charge
New York Division
Custom House
GA:SA:-2:NYD:

July 1, 1927.

Mr. Albert L. Grey,
1476 Broadway,
NYC

REVIEW OF PERSONAL INCOME TAX RETURNS: 1924.

The Commissioner of Internal Revenue has referred your income tax returns to this office for verification for the years indicated below:

Audits of the income tax returns in this Division disclose that many taxpayers are not familiar with the income tax laws and regulations, with the result that a large number of returns filed were incorrect.

You are respectfully requested to appear at the office of the undersigned as indicated below and to bring with you such books, records, and other data as were used by you in computing your income tax liability for the period involved, or which will assist this office in determining your true net income for the years in question.

If it would be inconvenient for you to keep this appointment, or if it is impracticable to bring your records to this office, you should immediatedly communicate to this effect with the undersigned. This notice should be returned with your reply.

If, however, it is practicable for you to call as requested PLEASE BRING THIS NOTICE WITH YOU, when you call at this office, together with copies of your returns for the years indicated and ask for Mr. WM. HANNAFIN

Respectfully,

R. T. MILES,

Revenue Agent in Charge,

By: D Donegan
Internal Revenue Agent.

Place of Hearing:-Room 629, Custom House, New York. Phone:-Whitehall 4300-Ext. 194.

Date ....Tues. July 12, 1927..... Time:- 9:30 A. M. to 4:00 P. M.

Returns to be verified:- Individual. Years 1924.....

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#35

July 6, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500., which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

A. MOSCO
ROME
VIA VALERIO N. 44
TELEGR. MOSCO
TELEFONO
CODE A.B.C. 5TH

Rome July 6th 1927.

Registered.-

D.W.GRIFFITH INCORPORATED,
117 West 46th Street,
NEW YORK.-

Dear Sirs,

With reference to our contract of February 17th 1923, regarding the purchase of your two pictures "Orphans of the Storm" and "Way Down East", we kindly ask you to order for our account one print of "Orphans of the Storm", and let us know the amount of your invoice in order to open you the credit through our Bank.

Awaiting your kinx reply, we beg to remain,

Yours very truly,

p.p.A. Mosco,

Constantin Patino

P.S. Your film "Heart of the World" has never been shown in Italy. Are you willing to sell us the rights of this film ? In such case please let us know where we could screen your sample print. Is there any print in London ?

Furthermore we are disposed to buy the re-edition rights of the film "Broken Blossoms". Please let us know your price.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO. CASH OR CHG. CHECK TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 7, 1927.

Day Letter

Mr. D. W. Griffith
c/o Mr. R. A. Kluna,
Wilcox Hotel
Wilcox at Selma
Hollywood, Calif.

Mr Kent and self think Hearts shouldnt be reissued until after nineteen twentyeight at which time practically all territories revert to us stop Owing to holiday unable get answer from Pearson He is going into meeting today regarding East stop Is very much interested but he and I think picture should not be reissued until after first ofyear stop Will wire you further in day or two Best regards

A. Griffith Grey

Manufacturers Trust Company

513 Fifth Avenue corner 43rd Street,
New York, N.Y.

#36

July 6, 1927.

Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

Thank you for your check for $500., which is being applied on the loan of the G. & H. Pictures Corporation, in accordance with your request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

116A

METROPOLITAN TRUST COMPANY
OF CALIFORNIA

TWELFTH FLOOR
608 SOUTH GRAND AVENUE

LOS ANGELES

July 9, 1937

Mr. Albert H. T. Banshaf
130 West 42nd Street
New York, N. Y.

Dear Mr. Banshaf:

I am glad to have your letter of the 27th. The proposed $20,000,000.00 Central Studio City in the Valley somewhat resembles the notice of Mark Twain's death, it is slightly exaggerated. Furthermore, the "city" is at the other end of the Valley from Mr. Griffith and is not likely to be of much interest to him or his property.

The Country Club will, I believe, provide all the atmosphere necessary to enhance the value of Mr. Griffith's property. To just what degree it will enhance it, depends largely on Mr. Griffith himself and I have so expressed myself to him. Mr. Griffith should clean up and improve his property in the construction of even a modest house, with adequate landscaping, and it should double the value of his property within the next year. If, however, he allows it to stand as it is, it will be sometime before he will realize very much on it. Public by and large are sadly lacking in vision and the picture must be painted for them. Mr. Griffith knows how to paint that picture and if he paints the picture as he does know how, he could put the price of an old Master on his property and get it.

With all good wishes, I am

Yours

HOD/FBC

117

July 11, 1927

Mr. John L. Jones, Jr.,
60 State Street,
Boston, Mass.

Re: D. W. Griffith, Incorporated
vs Golden Distributing Corp.

Dear Sir,

It has been some time since we have heard from you in relation to the above entitled action, although we wrote you on April 6th asking for further information in regard to this matter. We are, of course, quite surprised at not having secured any results, although the claim was originally filed with you last November and we request that this matter be given prompt attention, or we shall be compelled to take the same out of your hands.

Kindly advise us of the status of this matter at your earliest convenience.

Yours very truly,

HR KM

LAW OFFICES
OF
JOHN S. JONES JR.
JOHN S. BIRMINGHAM

July 18, 1957.

TELEPHONE: HUBBARD [illegible]
60 STATE ST., BOSTON, MASS.

Manshaf & Pumbleton, Esqs.,
120 West 42d St.,
New York,

Re - D. V. Griffith, Inc. vs. Golden Distributing Corp.

Dear Sirs:

We are returning herewith check which you evidently sent us through error. The status of D. V. Griffith, Inc. vs. Golden Distributing Corp. is that it is being held up for trial and will probably be reached sometime in October.

Yours truly,

John S. Jones Jr.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss:

Municipal Court of the
City of Boston

D.W.Griffith,Inc.

vs.

Golden Distributing Corp.

PLAINTIFF'S DECLARATION

And now comes the plaintiff in the above entitled action and says that the defendant owes it the sum of four hundred sixteen and 44/100 dollars ($416.44) with interest thereon, according to the account hereto annexed marked "A", for goods sold and delivered by the plaintiff to the defendant.

By its attorney

Account "A"

Golden Distributing Corp.
to
D.W.Griffith,Inc.----------Dr

May 7,1926	25 sets 8X10 black and white photos,850 photos total	$85.00
May 20,1926	1 print of Hearts of the World at 4¢ pe foot	331.44
		$416.44
	int. from May 20,1926, to Nov.16,1926,date of writ	11.45
	Total	$427.89

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

July 14, 1927

In re: Trade Practice Conference

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

Herewith is copy of letter just received, together with copy of my reply, all in the above matter and self-explanatory. I anticipate the preliminary conference with Mr. Flannery will be held at a very early date and at that time I will, of course, get his general ideas. As soon as that conference is over, we will have immediately a meeting of the Law Committee, of course. In the meantime, and as quickly as possible, I will be glad to receive from you any suggestions which you think may be of service to me in this preliminary talk with him.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

July 14, 1927

Mr. M. Markham Flannery, Director,
Trade Practice Conferences,
Federal Trade Commission,
Washington, D. C.

Dear Mr. Flannery:

Your letter of yesterday relative to the proposed Trade Practice Conference with the Motion Picture industry is just received.

I will be glad to cooperate with you in such a conference and to confer with you preliminary to its planning, as you suggest, in order that it may be developed in a manner thoroughly constructive. It will be a pleasure for me to do this, because my interest, as suggested, is very certainly in the elimination of practices, if any, which may be unfair or detrimental to the industry or the public, and in the development of the best possible practices and the fullest understanding of the industry's purposes.

Sincerely yours,

COPY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FEDERAL TRADE COMMISSION
WASHINGTON

July 13,1927.

M.P.P.D.A.
JUL 14 1927

Honorable Will H. Hays, President
Motion Picture Producers & Distributors
of America, Inc.,
469 Fifth Ave.,
New York, N.Y.

Dear Mr. Hays:

The Commission has ordered me to take steps towards a trade practice conference to be held with the Motion Picture Industry regarding block booking, as well as other practices which may properly come before such conference.

I have in mind the general understanding that your association has no control over the internal business policies of its members, yet when such practices are standardized and become in fact trade practices in the industry, it may properly and naturally be an association interest. I know too that you are interested in doing away with any practices which may exist which may be unfair or detrimental to the industry or to the public.

I am writing to ask you whether I can be assured of your cooperation in such a conference, and, if so, I will be glad to confer with you preliminary to planning the conference in order that it may be developed in a manner thoroughly constructive.

Very sincerely yours,

M. Markham Flannery

M. Markham Flannery,
Director, Trade Practice
Conferences.

MMF:mce.

Form 1281 A

WESTERN UNION

Class of Service: This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

Symbols	
DLR	Day Letter
NLT	Night Letter
NL	Night Letter
DEF	Deferred
CLT	Cable Letter
WLT	Week End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT 40 BROAD STREET, (CENTRAL CABLE OFFICE.) NEW YORK, N. Y. "LWAY"

SU19 54 NL.SK.HOLLYWOOD CALIF 14

MISS C M CONWAY.CARE D W GRIFFITH INC
1475 BROADWAY NEWYORK NY.

JUL 15 AM 4 25

51

PLEASE GET IN TOUCH WITH WHITE PHOTOGRAPHER NEWYORK AND GET COMPLETE SET OF FLASHLIGHTS TAKEN OF ARTHUR HOPKINS PLAY THE JEST IN WHICH LIONEL BARYMORE PLAYED AND SEND BY AIR MAIL IMMEDIATELY STOP IF WHITE DID NOT TAKE THESE CALL ARTHUR HOPKINS OFFICE TO ASCERTAIN WHO DID STOP IMPORTANT THESE PICTURES REACH ME IMMEDIATELY.

D W GRIFFITH.

Robert Edmond Jones sketches

Theatre Arts Mag. Jack Conway 6720 Hollywood 289

Form 1228 A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

NO.	CASH OR CHG.
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 15, 1927.

Day Letter

Mr. D. W. Griffith
United Artists Studio
Santa Monica Blvd
Los Angeles, Calif.

Hopkins office advises no flashlight photographs made of the Jest stop They used sketches made by Robert Edmond Jones who is now in California but they havent the sketches stop Am sending airmail today issue Theatre Arts Magazine containing these sketches stop Letter follows Regards

C. M. Conway

July 1[illegible], 1927.

Mr. M. May Coffman,
Manufacturers Trust Company,
43rd St & 5th Ave.,
New York, N. Y.

My dear Mr. Coffman,

Enclosed herewith you will find check in the amount of $500, which you will kindly place to Mr. Griffith's credit on account of the G. & H. Pictures Corporation note.

Mrs. Grey has returned from abroad and I am having the note endorsed. Will send it over to you the beginning of next week.

Will you kindly acknowledge receipt of the enclosed, and oblige

Yours very truly,

Secretary to Mr. Griffith.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

July 18, 1927.

Miss G. W. Conway,
Secretary to Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

Thank you for your letter of July 15, enclosing Mr. Griffith's check for $500., which is being applied on the loan of the G. & H. Pictures Corporation.

We shall appreciate your sending us the new note with Mrs. Grey's endorsement, as soon as possible in order that our records may be complete.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

PARAMOUNT FAMOUS LASKY CORPORATION

Paramount Pictures

TIMES SQUARE NEW YORK

LEGAL DEPARTMENT
RALPH A. KOHN
LOUIS E. SHARTS
AUSTIN C. BEGLIN
CHARLES E. HAWTHORNE
LEWIS M. SCHULER
THOMAS W. VARNOCH
BERNARD L. CAMPS
WILLIAM T. POWERS
ALLEN S. THURMAN
ATTORNEYS
ELSA JOHN LUDVIGH
GENERAL COUNSEL

July 16, 1927.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear ~~Mr. Banzhaf~~ Bert:

Would you be so kind as to forward to Mr. Griffith for signature the inclosed affidavit or such modifications thereof as you may deem appropriate.

We are having some trouble over allegations that we based our picture "The Sorrows of Satan" on a play by Henry S. Dacre. It was a dramatization of Marie Correlli's novel.

When am I going to have the pleasure of seeing you?

Cordially yours,

Lewis

LES/GMB

N.B. If Mr. Griffith is in Los Angeles and should wish the affidavit modified, he might call Henry Herzbrun at our studios who will arrange to take care of it for him.

L.E.S.

July 16th 1927.

Mr. Emil Jannings,
c/o Famous Players Studio,
Los Angeles, California.

Dear Mr. Jannings:

I had hoped to be at the Coast early this Spring or Summer and have hesitated writing you believing that I would see you most any time. However, since I may not be to the Coast until sometime this fall I would appreciate your sending me a check on account of my annual retainer with you, which you will remember was fixed at $1,000. per year, provided you were not incorporated, and since the corporation has not as yet functioned I am billing you accordingly. If you will therefore kindly send me a check for $500. on account of the first six months services, together with $99.67 which is the amount expended on account of the Gussie Holl Corporation, I would appreciate it greatly.

I trust that you are enjoying your new environment and that your recent splendid picture and the wonderful press notices you received have been up to your expectations. I remain, with kindest regards to you and Mrs. Jannings

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,
July 20th, 1927.

Mr. A.H.T.Banzhaf,
130 West 42nd St.,
New York City.

Dear Mr. Banzhaf,

Mr. Griffith received your telegrams in regard to the Florida property and also the Publix contract.

There was a United Artists meeting held here last week in connection with the Publix contract. Prior to the meeting I had a long talk with Mr O'brien, Lichtman and Fairbanks in connection with various clauses, principally the one which discriminates between his pictures and other Stockholder Producers in the Class B Theatres. The above three gentlemen agreed that it did seem somewhat unfair. I suggested to Mr. O'Brien that this be adjusted by some sort of a clause providing that should our pictures show gross earnings comparable to those sharing earnings in the higher percentage brackets, that the picture following such first picture showing such gross earnings should immediately be considered in the same classification with Fairbanks, Swanson etc. insofar as the Class B Theatres were concerned. Mr. O'Brien felt sure that something could be done along those lines.

I really think this is worth while Mr. Banzhaf and even Lichtman did not deny that on a good picture this is likely to mean anywhere from $20,000 to $35,000. Particulary so when we consider that should similar agreements, and I understand that they are to be identical in terms, be entered into with Loew and West Coast in which case the difference to us would be a great deal more. May I suggest that you remind Mr. O'Brien of this from time to time.

On the whole I think this contract and the proposed ones are without doubt the greatest thing the U.A. Have ever done for all concerned and in my opinion it places them in an almost invincible position. If there is an edge either way in the contract I think the U.A. Have it by all means. I did not hesitate to attempt to impress Mr. Griffith with these opinions either and I think he is beginning to look at this thing in a different light. If I can help it he will at any rate.

PHONE GRANITE 8111

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

Mr. A.H.T.B. #2. LOS ANGELES.

By the way Mr. Griffith just this moment advised me that Mr. Schenck had told him that negotiations on the Publix Contract would probably be concluded in N.Y.C. and he wanted to know whether He, Mr. Griffith would advise you, when the contract is ready for signatures, to sign same for him provided that we got identically the same terms in every respect that Pickford, Fairbanks, Swanson and Talmadge got. Mr. Griffith will wire you when the time arrives I presume. This of course will obviate the necessity of the provision which Mr. O'Brien promised.

I am indeed sorry to inform you that actual shooting has not yet been started. "La Paiva" has been abandoned for the present and a story, incidently very good, which has as yet no title is to take its place as the first picture. Costume work has been started and the cast has been tentatively selected and again production is scheduled to be started in about two weeks. However I honestly believe that work will start presently on this picture. Just as soon as it is started I will send you the name of the story upon which it is to be based and also the cast etc. in which I know you will be interested.

I have at various times taken up with Mr. Griffith the impending financial condition into which we are sure to be plunged due to this terrible delay not alone from the Corporation point of view but also from his personal point of view, having in mind his very personal obligations default of which is likely to cause him a great deal of annoyance. However Mr. Griffith dines etc. with Mr. Schenck quite often and he feels quite sure that his salry on his second production will be continued right through. Incidently his second production is to be "Sunny" and his third "La Paiva", which I think are both great. However this is to be kept quiet for the present.

Nothing has been done in regard to "Topsy and Eva yet.

I have not heard from you in connection with the miniature patents yet.

With kindest regards to yourself and to Mrs. Banzhaf, I am

Sincerely,

Raymond Akeen

WHEREAS, by instrument dated March 6th, 1926, JOSEPH M. SCHENCK, as producer, entered into a certain agreement with UNITED ARTISTS CORPORATION, a Delaware corporation, providing for the production and distribution of certain photoplays therein referred to; and

WHEREAS, said agreement of March 6th, 1926, requires the approval of Joseph M. Schenck as to all contracts entered into by said United Artists Corporation for the distribution, exploitation, exhibition or other disposition of said photoplays; and

WHEREAS, said Joseph M. Schenck has entered into a contract with D. W. GRIFFITH, the undersigned, relative to the production of certain D. W. Griffith motion pictures and pursuant to said contract D. W. Griffith has the right of approval relative to certain contracts for exhibition or other disposition of the said D. W. Griffith motion pictures;

NOW, THEREFORE, the undersigned does hereby make, appoint and designate ALBERT M. P. RANZHAF as the undersigned's attorney in fact for the undersigned and in the undersigned's name, place and stead to exercise the right of approval or rejection with reference to that certain contract to be entered into by said United Artists Corporation with Publix Theatres Corporation, a New York Corporation, for the distribution, exploitation and exhibition of said photoplays, to-wit, the D. W. Griffith photoplays.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 21st day of July, 1927.

D W Griffith

D. W. Griffith

STATE OF CALIFORNIA, }
} SS.
COUNTY OF LOS ANGELES }

On this 21st day of July, 1927, before me, A. M. BRENTINGER, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared D. W. GRIFFITH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year ~~in this~~ certificate first above written.

A M Brentinger

Notary Public in and for the county of Los Angeles, state of California.

My Commission Expires Feb 23, 1930

D. W. GRIFFITH COLLECTION
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Class of Service

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WESTERN UNION

SYMBOLS

DLR	Day Letter
NLT	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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RECEIVED AT 40 BROAD STREET (CENTRAL CABLE OFFICE), NEW YORK, N. Y. JUL 22 PM 5 19

SU307 35 NL.LOSANGELES CALIF 22

A H T BANZHAF,CARE D W GRIFFITH,
130 WEST 42 ST NEWYORK NY.

DO NOT UNDERSTAND WHY MY BILL HAS NOT BEEN PAID CONSIDERING FACT GREATER PORTION REPRESENTS MONEYS EXPENDED BY ME RESPECTFULLY REQUEST PAYMENT AT EARLY CONVENIENCE WOULD LIKE TO RECEIVE IT THIS MONTH STOP KIND REGARDS.

LOYD WRIGHT.

S/114

NATHAN BURKAN
COUNSELLOR AT LAW
1501 BROADWAY
NEW YORK

TELEPHONE WISCONSIN 8000
CABLE ADDRESS BURKLAW NEW YORK

CHARLES SCHWARTZ
LOUIS H. CRONLISH
HUGH VOGT
EDL A. ROSENBLATT

June 22, 1927.

Albert H. T. Banshaf, Esq.,
130 West 42nd St.,
New York City.

Dear Mr. Banshaf:-

Re: "Way Down East" Renewal Copyright.

I have had some correspondence with Mr. William A. Brady concerning the renewals of the above copyright. Mr. Brady had turned the matter over to Nathan Vidaver, Esq., his attorney, who very kindly came to my office yesterday and showed me the various documents that he had in his possession.

In looking over such documents, I found a number which were of great importance. One was a letter addressed to Mr. Griffith, signed by Lottie Blair Parker, in which she confirmed Mr. Griffith's ownership of the motion picture rights in the drama, "Way Down East", and all versions thereof, during the term of the copyrights in such drama and during all renewals and extensions of such copyrights.

There is also a receipt dated January 31, 1920, of the sum of $7,000, paid by Mr. Brady for the motion picture rights to said play, and signed by Lottie Blair Parker; also a letter dated January 31, 1920, in which she enclosed the receipt to Mr. Brady and acknowledged receiving the check. There is also a telegram to Mr. Brady, signed by Mrs. Parker, dated February 4, 1920, in which she acknowledged that she had received letters from Griffith, signed by her, together with a copy of a letter to her dated February 3, 1920.

I have had photostats made of these documents and enclose a set for your files.

I have forwarded to Washington for immediate recordation, the letter acknowledging Mr. Griffith's motion picture rights in the copyright and the renewals thereof, signed by Lottie Blair Parker, together with the original receipt signed by her.

Thesituation with respect to the copyrights in this play, is as follows: The original play by Lottie Blair Parker, title of which was deposited August 13, 1897, was never renewed and that original version is now

in the public domain.

Subsequently, Mrs. Parker and Joseph R. Grismer collaborated in a new four-act play, "Way Down East", which they registered for copyright, deposit of title being made on July 27, 1900. The title did not mention Mr. Grismer, but only Mrs. Parker. That copyright is the one which we wanted to have renewed. I am informed by Mr. Vidaver that Mrs. Parker has renewed that copyright.

Subsequently, the novel based on "Way Down East", was written by Joseph R. Grismer, and published, the first installment commencing March 2, 1900 and the last installment being published March 30, 1900. Grismer obtained a copyright in that. That copyright expires March 2, 1929 and may be renewed at this time.

It seems that the novel was published in book form on May 2, 1900, by J. S. Ogilvie Publishing Co., copyright issued to Joseph R. Grismer. That also expires May 2, 1929 and may be renewed now.

We are not interested in the novel. Mr. Griffith is primarily interested in protecting his motion picture rights and I believe that his rights are amply protected by the documents which I have now sent to Washington for recordation, signed by Mrs. Parker, in which she acknowledges Mr. Griffith's motion picture rights in the copyright and all renewals thereof.

Trusting this is satisfactory, I am

Sincerely yours,

Mortan Berkas

LDF:MLE

Enclosure.

Mr. David Wark Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:

These few lines confirm that Mr. William A. Brady owns absolutely the exclusive motion picture rights of the drama "WAY DOWN EAST", for all countries of the world, and that under your agreement with Mr. Brady you and your legal representatives and assigns, acquire absolutely the sole right to reproduce in motion pictures such drama and all the versions thereof during the term of the copyrights in such drama and during all renewals and extensions of such copyrights, together with the sole and absolute right to adapt and re-arrange in such manner as you may deem most suitable for motion picture purposes, such drama, to secure copyrights, renewals and extensions of such copyrights in such motion pictures in all countries and during such terms to solely make, distribute and otherwise exploit or dispose of such motion pictures.

It is understood that wherever customary my name shall appear on such films as the author of the play "WAY DOWN EAST", upon which your pictures are based.

Yours very sincerely,

Lottie Blair Parker

The Tecumseh

London, Canada.

January 31st 1920

Mr Wm A. Brady
Playhouse
New York City

My dear Mr Brady

Your check reached me last evening, forwarded from Woodstock.

As per your request I am returning it to you.

Also please find enclosed receipt for the money.

Thanking you for your interest and efforts in my behalf in this matter, and hoping that the picture will prove a big success

I am
Yours very truly
Lottie B. Parker

The Tecumseh

London, Canada.

January 31st 1920

Received of Mr. Wm A. Brady $7000.00 (seven thousand dollars) cash for motion picture rights to my play "Way Down East" for all the non-English speaking countries of the world.

Lottie Blair Parker

I take it for granted that my name appears as author of the play, on the picture

LBP

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlr
Night Message	Nlt
Night Letter	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, President — GEORGE W. E. ATKINS, First Vice-President

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlr
Night Message	Nlt
Night Letter	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

RECEIVED AT 1653 BROADWAY, NEW YORK CITY

2SIFY FJB 10

GUELPH ONT 5.OP FEB 4 1920

WM BRADY

THE PLAYHOUSE NEWYORK

GRIFFITH LETTERS RECEIVED SIGNED BY ME AND MAILED TO YOU

LOTTIE BLAIR PARKER

724P

Feb. 3, 1920.

Mrs. Lettie Blair Parker,
c/o The Naughty Wife Co.,
c/o Theatre,
Brantford, Ontario, Canada.

My dear Mrs. Parker:--

Will you kindly sign the three copies of document I enclose so that I may hand same to Mr. D. W. Griffith to whom I have sold the motion picture rights of WAY DOWN EAST.

Very truly yours,

P. S.--I am writing you again to Brantford in case you did not receive my communication at Guelph.

188

July 22nd 1927.

Mr. Louis Sherry,
c/o Paramount Famous Lasky Corporation,
Paramount Building,
Times Square,
New York City.

Dear Louis:

Replying to your favor of the 18th inst., I beg to advise that I have forwarded proposed affidavit to Mr. Griffith for his prompt attention.

Can we not have lunch some day next week? If you will give me a ring when it will be convenient I will meet you at the Beaux Arts as your host. Don't forget the host part.

Sincerely yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT 130 WEST 42ND ST NEW YORK, N. Y. BRYANT 6560-6561

Signal after the number of words—"Blue" indicates (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

1927 JUL 24 AM 10 40

GSA3 75 NL

HOLLYWOOD CALIF 22

A H T BANZHAF

130 WEST 42 ST NEWYORK NY

HR

HAD TALK WITH OBRIEN REGARDING ROMANCE AND ASSOCIATED LOSS STOP OBRIEN THINKS QUITE CERTAIN UNITED ARTISTS WILL BEAR THESE LOSSES ALSO THINKS IT UNFAIR WE SHOULD BE ONLY ONES WHO HAVE PAID STOP OBRIEN FELT FAVORABLY INCLINED TOWARDS IMMEDIATE REFUND OF TWENTY SIX THOUSAND AND SUGGESTED YOU TAKE MATTER UP WITH HIM IMMEDIATELY IN NEWYORK STOP FOR CERTAIN REASONS I THINK PRESENT TIME MOST OPPORTUNE FOR SETTLEMENT OF THIS MATTER STOP KINDLY WIRE RESULTS REGARDS

D W GRIFFITH.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT 130 WEST 42ND ST NEW YORK, N. Y. BRYANT 6560-6561

Signal after the number of words—"Blue" indicates (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

1927 JUL 24 PM 9 23

SFA300 50 NL

HOLLYWOOD CALIF 24

A H T BANZHAF

130 WEST 42 ST NEWYORK NY

HR

SENDING POWER OF ATTORNEY PUBLIX CONTRACT TO OBRIEN STOP IN ACCORDANCE WITH SCHENKS AGREEMENT YOU ARE NOT TO SIGN UNLESS OUR TERMS ARE SAME AS FAIRBANKS PICKFORD TALMAGE STOP WE SHOULD ALSO HAVE RIGHT TO RENEW OR NOT SAME AS UNITED END OF TWO YEARS STOP BEFORE SIGNING WIRE REGARDS

D W GRIFFITH.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLASS OF SERVICE DESIRED

Fast Telegram

Day Letter

Night Telegram

Night Letter

The sender must mark in a suitable manner the class of service desired, otherwise the message will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO THE WORLD

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to:

Form 6 F

JULY 26th 1927

LOYD WRIGHT
CURRIER BUILDING
LOS ANGELES CALIFORNIA

SORRY DELAY ON BILL STOP KLUNS GRIFFITH REPRESENTATIVE ON COAST WILL SEE YOU THIS WEEK IF NOT PHONE HIM AT HOTEL WILCOX OR UNITED STUDIOS KINDEST REGARDS

BANZHAF

charge Banzhaf 130 W 42nd St

EMIL JANNINGS
1227 HOLLYWOOD BOULEVARD
HOLLYWOOD CALIFORNIA

July 29th 1927

207

Mr. Albert H. Banshaf
130 West 42nd street
New York City

Dear Mr. Banshaf:-

I want to acknowledge receipt of your favor dated July 16th and am very sorry that I won't see you until next fall. Now regarding the check you ask me for, please keep in mind, that the Gussy Hall Corporation was not founded. If there were any actual expenses occurred in this transaction, as per your statement amounting to $ 99.67, there is not the least doubt that I shall send you check for. I appreciated your help and advice when I was in New York, but you certainly will understand, that it is very difficult to have a retainer with you, while you are in New York and I am here. So far I have been fortunate enough not to have needed legal advice, but you may be sure that you will be the first and only one who will handle my legal things as soon as things turn up. Keeping this in mind you will certainly agree with me, that I can not pay the sum of $ 1000.- for an annual retainer, and there fore I ask you to kindly make me a suggestion what you believe to be suitable for services rendered to me actually.

I hope to hear from you regarding that matter at your earliest convenience and beg to remain with kind regards from Mrs. Jannings

Very truly yours

E. Jannings

LOEW BUILDING · 1540 BROADWAY
NEW YORK

July 25, 1927.

Miss Conway,
1476 Broadway,
New York City.

Dear Miss Conway,

I am returning the D.W. Griffith pictures which you so kindly loaned me last week. I submitted them to the Saturday Evening Post for their article but Mrs. Riddell explained that the chapter on the early days of the movies had been closed so the pictures were a bit late.

Thanking you for your kind co-operation, I remain

Very sincerely yours,

Milton M. Beecher

MMB/m

No Agreement or Order will be binding on this Corporation unless in Writing and Signed by an Officer

Phone GRanite 8111

105A

D. W. GRIFFITH PRODUCTIONS

UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

July 25th
1927

Mr. A. H. T. Banzhaf
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Banzhaf:

While we were making "Orphans of the Storm" I had a patent lawyer come out to the studio and he put in a claim and got patents for anything put before the camera between the principal set to enlarge it in any way, through the use of ceiling or other matter.

As I understood it, it was a patent covering anything placed in front of the camera to enhance the size of the main set.

Klune has just shown me the patent gotten out by Scholl, which was turned over to me through Ollery Edwards. This may be the idea he was thinking, but is not the idea he told this lawyer, only being a part of it.

You might look up this Edwards and see if he is the one and if he had any other patent besides this. I am very confident that Edwards procured another after my idea, and this one of Scholl's is not the one of which I speak. This extra information may help you look this matter up.

Best regards,

Sincerely,

D. W. Griffith

DWG:LY

P.S. I am enclosing the patent papers above referred to. When you are through with them will you kindly return them to Klune.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#38

July 25, 1927.

Miss G. W. Conway,
Secretary to Mr. Griffith,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

Thank you for your letter of July 22, enclosing Mr. D. W. Griffith's check for $500., which is being credited to the account of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

Phone GRanite 8111

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,
July 25th
1927

Mr. A. H. T. Banshaf
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Banshaf:

I am returning herewith the affidavit in connection with the rights of "The Sorrows of Satan", properly executed by Mr. Griffith. He thought this was all right in its present form without any change.

Mr. Griffith is writing you separately regarding the miniature sets.

I have taken up with him the other matters in your communication of July 22nd, and they will be given his immediate attention.

Yours sincerely,

Raymond A. Klune

RAK:LY

State of California | ss
County of Los Angeles |

David Wark Griffith, being duly sworn deposes and says:-

That he was the director and producer of a certain motion picture photoplay called "THE SORROWS OF SATAN" which was made at the studios of the famous Players Lasky Corporation at Long Island City, New York during the year 1926 and the said motion picture photoplay was based on or adapted from the novel of the same name by Marie Correlli.

That your deponent collaborated on the statement and continuity which were prepared for the said production and from which substantially the said motion picture photoplay was produced and no access was had and no reference made, to the knowledge of your deponent, in the preparation thereof, to any dramatic version of Miss Correlli's novel and especially no access was had and no reference made to a play entitled "THE SORROWS OF SATAN" by one Dacre.

That your deponent never saw the said dramatic version by Dacre (or any other dramatic version of "The Sorrows of Satan") either in manuscript or printed form, or on the stage or in motion picture photoplay form.

That the said motion picture photoplay, "THE SORROWS OF SATAN" and the treatment and continuity thereof, to the best of your deponent's knowledge and belief, were prepared solely from the novel by Miss Correlli with such changes and additions as seemed desirable to your deponent and to Mr. Forrest Halsey, the continuity or scenario writer by whom said work was prepared.

Sworn to before me
this 25th day of July 1927.

(signed) D. W. GRIFFITH

(signed) A.M.Berlinger
Notary Public

KEELER AND FURNALD
ARCHITECTURE AND ENGINEERING
INDUSTRIAL DEVELOPMENTS
ONE HUNDRED AND THREE WEST THIRTEENTH STREET
NEW YORK CITY

July 26, 1927.

Mr. G. M. Conroy,
c/o D.W.Griffith, Inc.,
1476 B'way., N.Y.City.

Dear Sir:

Answering your letter of July 22, the scenario of Tennyson's "Princess" was mailed you by first class mail to D.W.Griffith,Inc.,1476 B'way., on Jan. 14th,1926. It included a letter, a synopsis of three typed pages, and, as a special treatment of the poem was proposed, a detailed list of captions, etc., covering 16 types pages. There was also included a school edition of the complete poem, about 5" x 7" in size and 1/2" thick. I am certain that it had a return address on the package, and it is hard to believe that it was not delivered to you. If you received it, your letter would seem to indicate that it was mislaid before any consideration was given it.

I would be interested to know whether it went through the hands of your readers, and if not, whether you would be likely to be interested in a costume picture, as this would be, for of course I have kept a copy and could take it up with you afresh if it were worth while. My idea is that only some half dozen poems in the English language are adapted to the treatment proposed, and anyone putting them out would be assured of a monopoly of this kind of picture. Also that the pictures, like the poems, would have a permanent value.

Yours very truly,

Fred'k S. Keeler

Fred'k S. Keeler

June 27th 1927.

Mr. Nathan Burkan,
1481 Broadway,
New York City.

Re: WAY DOWN EAST renewal copyright.

Dear Mr. Burkan:

Thank you for your letter of the 22nd inst., together with enclosures relative to the above matter. I take it that since Mrs. Lottie Blair Parker has renewed her copyright of the play, which was registered July 1899 and that since she has, by letters and telegrams, consented to the sale of the motion picture rights to Mr. Griffith of the drama and during all renewals and extensions thereof, that she would be now estopped from questioning Mr.Griffith's title to the motion picture rights of the drama even thought she may contend the renewal or extension of the copyright of the drama were for her sole benefit.

Can you also check up at Washington as to the date of filing her renewal.

Thanking you for your courtesy and attention to this matter, I remain

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

July 28th 1927.

Milgus Realty Corporation,
366 Madison Ave.,
New York City.

Gentlemen:

Referring to the lease entered into between yourselves and D.W.Griffith Incorporated dated February 1st 1927 for the use of rooms #1106 and 1109 of the building situated at the northeasterly corner of Broadway & 42nd Street, New York City, together with the furniture as scheduled in the letter accompanying said lease, I wish to advise that in view of your default in payment of rent pursuant to said lease for the month of July, my client, D.W.Griffith Incorporated, in pursuance of clause marked "FIRST" will enter the premises heretofore leased to you to relet the same, if possible, as your agent and receive the rent therefor, applying any rent so received to the payment of the rent due under said lease and holding you liable for any deficiency.

My client also will hold you liable for any and all damages suffered by it by reason of your breach of the covenants of said lease.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FIGURE
Nº 897

VG

102

GUEDALLA, JACOBSON & SPYER,
SOLICITORS
Guedalla & Jacobson | Spyer & Sons
E. M. GUEDALLA.
E. G. JACOBSON, K.C.
G. GUY BIRLEY, K.C.

TELEGRAMS: GUEDALLA, STEAD, LONDON
TELEPHONE: GUEDALLA, LONDON
TELEPHONE 3210 3211 3212 3213 LONDON WALL

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

Enc.

29th July 1927

A. H. T. Banshaf, Esq.,
130, West 42nd Street,
New York,
U.S.A.

Dear Mr. Banshaf,

Films Bill

Herewith I am enclosing, for your information, copy of the "Kinematograph Weekly" of yesterday's date.

You will see references to the Bill on pages 19, 20, 22, and 24, and the Bill itself appears on pages 33 to 37, and the views of Exhibitors are also set out on page 37.

As you will observe from page 24, the Bill, as amended, will be brought up on the Report State in the House of Commons when the House re-assembles next November. It has now had its first and second readings, and has gone through the Standing Committee No. C. It now comes up before the full House on the Report Stage, when any Member can move any amendment that he likes.

The next stage will be the third reading of it in the House of Commons, which is usually a matter of mere formality, enabling those to make general speeches who wish to do so. But as the third reading is usually fixed directly after the Report Stage, unless Members wish to be very obstructive, they do not

A. M. T. Manshaf, Esq. 29th July 1927

usually continue to press their views or grievances. Naturally, there will be very little talking on the Government side.

The Bill, as formulated by the House of Commons, then goes to the House of Lords, where it will receive first and second readings. Probably, as a matter of courtesy, no amendments get introduced in the Committee Stage and Report Stage as in the House of Commons, and then, if there be no amendments, it receives its third reading as a matter of course, and then the Government proceeds to obtain - also as a mere matter of formality - the King's Assent, when the Bill becomes a Statute and Law of the Land.

If, however, the Lords were to introduce any amendments, the Bill would have to go back to the House of Commons for consideration of their amendments.

Believe me,

Yours sincerely,

W M Gundry

MILGUS REALTY CORPORATION
366 MADISON AVENUE
NEW YORK
VANDERBILT 3466

July 29th, 1927.

Banshaf & Pembleton, Esqs.,
150 West 42nd Street,
New York City.

Gentlemen:

We are in receipt of yours of yesterday's date in reference to Nos. 1108 and 1109 Longacre Building. In answer to same, we can only state that statements made therein are without any foundation in fact, and we must refer you to our previous letters to you, on the above matter, which we believe emphasizes the absence of even elementary logic.

Yours very truly,

MILGUS REALTY CORPORATION,

M. P. McTighe
Pres.

MPMcT/EB

RADIO PENNSYLVANIA 7600

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

The largest distributors of quality short subjects

Executive Office
1501 Broadway

CHARLES F. CATLIN
COUNSEL

NEW YORK, July 29th, 1927.

D.W. Griffith, Inc.
1476 Broadway,
New York City.

Gentlemen:-

I am enclosing herewith check of S.M.H. Corporation No. 570, for $1675.00 to your order, being semi-annual interest at the rate of 5% per annum on mortgage for $67,000. dated February 1st, 1926, due August 1st, 1927.

Will you kindly acknowledge receipt by return mail and oblige,

Yours very truly,

Chas. F. Catlin

CFC:MML

67000
05
2 | 335000
$1675.00 OK
Cwa.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 Fifth Avenue corner 43rd Street,
New York, N.Y.

#39

July 30, 1927.

Miss C. W. Conway,
Secretary to Mr. Griffith,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

We have your letter of July 29 enclosing Mr. D. W. Griffith's check for $500., which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Thanking you for your courtesy in the matter, we are

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

D. W. GRIFFITH

BALANCE SHEET

ASSETS

CASH		$ 35,904.96
INVENTORIES		
Released Films	$ 10.00	
Scenarios	5,600.00	5,610.00
ACCOUNTS RECEIVABLE		6,061.09
ACCRUED INTEREST ON MORTGAGES RECEIVABLE		7,500.00
INCOME EARNED BUT NOT RECEIVED		2,562.73
BOND AND MORTGAGES RECEIVABLE		383,600.00
INVESTMENT IN U. A. CORPORATION		
1000 shares Preferred Stock par $100	100,000.00	
500 shares Common Stock no par	2,500.00	102,500.00
CASH VALUE LIFE INSURANCE		32,375.00
DEFERRED CHARGES TO FUTURE OPERATIONS		
"Way Down East" Reissue Expense	6,248.08	
" " " Release Prints Cost	1,672.02	
Prepaid Rent on Office Space	100.00	8,020.10
FURNITURE AND FIXTURES (Estimated)		1,500.00
GOODWILL, EQUITY IN FILMS, ETC.		802,863.83
INCORPORATION EXPENSE (Less Amount Written Off)		44,091.67
DEFICIT		
At beginning of year	2,041,615.68	
Profit for Period ending July 30,1928	50,759.27	1,990,856.41
		$ 3,423,465.81

Less checked (✓) items

Certain Assets	564,442.71
Less Actual Liabilities	137,266.06
Real net worth applicable to "A" stock	407,176.65 ÷ 121,693 shares
	=
" " " " " "	$3.34 per share

INCORPORATED

JULY 30TH, 1957

LIABILITIES

LOANS FROM BANKS			$ 5,000.00
LOANS FROM OTHERS			54,954.72
ACCOUNTS AND NOTES PAYABLE			
S. and L. Shubert	$ 4,000.00		
D. W. Griffith - Salary a/c	47,777.94		
Miscellaneous A/C Payable	7,626.40		
Suspended Accounts Payable	9,905.00		69,309.34
STOCK SUBSCRIPTION PAYABLE			30,000.00
RESERVE FOR FEDERAL TAXES			3,000.00
CAPITAL STOCK - Represented by: 121,693 shares Class "A" stock of no par value (125,000 shares authorized) 375,000 shares Class "B" stock of no par value			3,283,199.75
			$3,423,465.81

D. W. GRIFFITH, INCORPORATED

STATEMENT OF INCOME AND PROFIT AND LOSS FOR SEVEN MONTHS ENDING JULY 30th, 1928.

INCOME		
Production Income	$ 28,072.47	
Art Cinema Corporation	127,000.00	
Miscellaneous Sources	583.95	$155,656.42
GENERAL EXPENSES:		
D.W.Griffith Salary Expense	$ 114,000.00	
General Salaries	12,475.00	
General Expenses	8,630.55	
Advertising Expense	2,642.55	
Legal Expense	775.00	
Taxes	1,400.00	
Miscellaneous Distribution Expense and Prints	2,636.51	
Insurance Premiums	7,568.00	
		152,127.59
		$ 3,529.03
ADD: NON-OPERATING INCOME:		
Interest Received on Mortgages	9,419.23	
Increase In Cash Value of Life Insurance	3,700.00	
Profit on Sale of 500 Shares of United Artists Common Stock	22,500.00	
"Romance" Loss Refunded by United Artists Corporation (Surplus Adj.)	12,461.47	
		48,080.70
		$ 51,609.73
DEDUCT: - NON-OPERATING EXPENSES:		
Interest Paid	850.46	850.46
NET PROFIT FOR PERIOD		$ 50,759.27

Submitted Aug. 25, 1928

Raymond Klum

Form 1201 S

Class of Service

This is a full-rate Telegram or Cable-gram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

SYMBOLS

DLR	Day Letter
NLT	Night Letter
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The time now as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

R

1 SA74 15 NL.HOLLYWOOD CALIF 1

MISS C M CONWAY,CARE D W GRIFFITH CO,

Rm 1107 1475 BROADWAY NEWYORK NY,

PLEASE SEND AIR MAIL BLUE PAPER COVER EXHIBITORS TRADE REVIEW BOOK MR GRIFFITHS LIFE THANKS,

GERRIT LLOYD,

61

1927 AUG 1 PM 6 51

21 AUG 5 AM 8 27

1333

August 1st 1927.

Mr. Louis Sears,
Paramount Famous Lasky Corp.,
Paramount Building,
Times Square, New York City.

Dear Louis:

I am enclosing herewith affidavit of Mr. Griffith in re "Sorrows of Satan". Please do not place a misconstruction on this reference since the deponent and the title are separate and distinct in every way and should Mr. Griffith learn that I even dreamed otherwise it would be "Sorrows of Bertie".

Very truly yours,

AHTB:GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 1st 1927.

Hilton Realty Corporation,
366 Madison Avenue,
New York City. Attention of Mr. McTighe.

Gentlemen:

We acknowledge receipt of yours of the 29th inst. and quite agree with your statement therein as to the absence of even elementary logic in your previous letters to us. We suggest that it is now time for you to act logically in this matter and immediately remit for the past due rent, payable according to the plain and genuine terms of your written agreement with D.W.Griffith Incorporated, which agreement is the source of our statement of facts, and unless we receive an immediate satisfactory reply, we will be compelled to proceed, as previously advised.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

National Better Business Bureau Inc.
161 Madison Avenue
New York
N. Y.

MERCHANDISE DEPARTMENT
KENNETH S. WILSON, Manager

August 1, 1927.

BULLETIN TO BUREAU MANAGERS
AND CHAMBERS OF COMMERCE:

"IS YOUR DAUGHTER SAFE?"

The Grand Theatre of Paterson, New Jersey, recently advertised "The sensational sex exposure film" entitled "Is Your Daughter Safe?" The nature of the picture is such that a lecture on venereal diseases is given in connection with its showing, men only admitted for one week followed by a week during which only women are admitted.

One of their advertisements stated "Hays approves 'Is Your Daughter Safe'". Our inquiry to the Motion Picture Producers and Distributors of America, Inc. of which Mr. Hays is President, disclosed that the statement was inaccurate and that neither Mr. Hays nor anyone connected with the Motion Picture Producers and Distributors of America, Inc. had approved of "Is Your Daughter Safe?"

The matter was discussed with Mr. C. C. Rose, the distributor of the film, and after some deliberation he assured the Bureau representatives that this statement would be discontinued immediately.

Should this film be shown in your city, will you kindly advise us immediately how it is advertised and forward a sample of the advertising that may be used?

Your cooperation will be appreciated.

NATIONAL BETTER BUSINESS BUREAU
Merchandise Department.

August 8, 1927.

Dear Mr. Lloyd,

Herewith I am sending Mr. Griffith's Biography, as per your wire of today. Strange as it will probably seem to you, this is the only copy that is to be had. I searched the office high and low and couldn't find any, and therefore had to sacrifice this one, which is my own private copy, to your demands. If I remember correctly, quite some time ago Mr. Griffith instructed me to have all these copies destroyed, and I told Jack to do so. Jack evidently carried out my instructions to the letter, so please guard this with your life. I had particular need of it whenever anyone asked for the casts of Mr. Griffith's old pictures.

I hope you are enjoying good health. With kindest regards to all, I remain

Very truly yours,

S.S. Maurania Ave.
Middletown, N.Y.
Aug. 4 1928

My dear Mr. Griffith,

Pardon me for writing to you a stranger, yet in a way we do not feel that way toward you for we have seen you here in our theatre when we were there some time ago. Mr Harding and I need some one in your business to advise us and we feel we can depend on you.

We have a young daughter sixteen who has always said, from the time she was old enough to understand that some day she was going to be a movie (Star). We used to think it quite a joke; but now it has become quite a serious matter, for we find her mind is set on acting and she looks to us for help. I'll have to admit we are up against a blank wall for we know nothing whatever about a picture studio. I suppose if we had lots of money we would find a way, but we haven't.

Mr. Harding said to write to you, perhaps you would tell us what to do and where to take

her. She is all we have and we want to help her all we can, I do not believe in discouraging a child in any chosen career. She is attractive, is 5 ft. 4 in. tall weighs 124 lbs. has brown wavy hair and large blue gray eyes.

We are going to be in Elizabeth N. J. after the 15th of Aug. for two weeks, and if you could only tell us where to take her we would be very grateful to you. I am quite sure she has the ability to become an actress for she is a born mimic.

Thanking you,

I am sincerely yours

Harriet C. Harding.

(Mrs. U. C. H.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CHARLES SCHWARTZ
LEWIS S. FRANKLIN
HUGO TROY
SOL A. ROSENBLATT

NATHAN BURKAN
COUNSELLOR AT LAW
1501 BROADWAY
NEW YORK

TELEPHONE WISCONSIN 8080
CABLE ADDRESS BURKLAW NEW YORK

85
157

Aug. 4, 1927.

D. W. Griffith

To

NATHAN BURKAN, Dr.

To professional services rendered and to taking steps in protecting the interests of David Wark Griffith in the motion picture rights in the renewal term of the copyright of "Way Down East"; to communications with Register of Copyrights and obtaining certificates of all copyrights of "Way Down East"; to examination of agreement between William A. Brady and David Wark Griffith and to examination of agreement between Joseph R. Grismer and David Wark Griffith; to communications with William A. Brady; to conference with Nathan Vidaver, Esq., attorney for Mr. Brady; to examination of documents in Mr. Vidaver's possession relative to the respective rights in "Way Down East"; to obtaining from Mr. Vidaver documents signed by Lottie Blair Parker showing the assignment by Mrs. Parker to Mr. Brady of motion picture rights in "Way Down East" and in all renewals of copyright in the same, and to having such documents recorded in the office of the Register of Copyrights, in Washington, D. C., and to having duplicates thereof made and sent to Mr. Banzhaf; and to all services rendered generally in the matter $500.00

Disbursements:

Photostate - - - - - - - - - - - - - -	$5.25	
Register of Copyrights - - - - - - - -	9.00	
Special Stenographic Services- - - -	5.25	19.50
		$519.50

Bkg.
"D. W. G."

Received Payment
July 23, 1928
Nathan Burkan
Thank You

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 6, 1927.

R. L. Totten, Tax Collector,
La Grange, Ky.

Dear Sir,

The enclosed check, in the amount of $1.86, is in payment of tax on Mr. Griffith's house in La Grange, Ky., as per your letter of July 30th. Will you kindly send receipt for same to this office.

Very truly yours,

Secretary to Mr. Griffith.

Frederick Lawrence,

Hotel Grenoble, 71 W. 104th St.
[illegible]
[illegible], Tel. Academy [illegible]

New York, August 6, 1927.

Dear Miss Conway,-

Mrs. Lawrence and I will be starting for Los Angeles on Wednesday, August 17th, and I would like very much to have from you a letter of introduction to Mr. Griffith. Mrs. Lawrence told me some time ago that you had said you would be pleased to let me have such a letter. Needless to say that I would appreciate your kindness, and add this to your numerous previous courtesies, for which I wish I know of some way to make return,-but perhaps that will come at a future time.

With best wishes,

Faithfully yours,

Frederick Lawrence

P. S.- I will request Mrs. L. to go to your office on Tuesday, August 8th.

F. L.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#46

August 6, 1927.

Miss C. W. Conway,
Secretary to Mr. D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

Thank you for your letter of August 5 enclosing Mr. Griffith's check for $500., which is being applied on the loan of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary.

August 9, 1927.

Mrs. W. G. Harding,
[illegible] Mountain Avenue,
Middletown, N. Y.

Dear Madam,

Replying to your letter of August 4th, I regret to advise that due to the fact that Mr. Griffith is at present in California, I am unable to bring your letter to his personal attention.

In the past Mr. Griffith has had a great many requests for advice similar to yours, and he has always made it a point to explain how really difficult it is for anyone to give such advice inasmuch as even entrance, not to speak of success, in the motion picture field, depends upon so many things. One may be a tremendously successful actress on the speaking stage, yet fail in motion picture work, while another person, inexperienced, but possessing screen personality, may become a success in motion pictures over night. There are thousands of persons, most of them experienced and a great many of them possessing undeniable talent, in California at the present time, who are striving daily to attain even a little success, but despite their experience and talent, there isn't enough work for all of them. Unfortunately, at the present time, the majority of motion picture production is being done in California. As a matter of fact, I know of no studio that is producing just now here in the East. That would mean that it would be necessary for you to take your daughter to California to even ascertain whether or not she has screen ability, and in doing this you would be running the risk of disappointment for the reason, as explained above, that the field for motion picture work is greatly over-crowded.

I trust the information given you herein will be of service.

Very truly yours,

Secretary to Mr. Griffith.

GIMBEL BROTHERS

42nd STREET BROADWAY 33rd STREET NEW YORK CITY

August 10, 1927.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Gentlemen:

We are wondering if you can inform us whether or not Mr. Herbert Sutch is still in your employ as director or assistant director.

We understand sometime ago, this man was connected with your organization, and if there is any information that you can give us relative to Mr. Sutch's present whereabouts, it will be highly appreciated.

We enclose a self-addressed stamped envelope and take this opportunity in thanking you in advance for your kind assistance in this matter.

Very truly yours,

GIMBEL BROTHERS, INC.,

BY: J. Burke

COLLECTION DEPARTMENT.

JB:SP

August 10, 1927.

Mr. F. E. Keeler,
Keeler & Fernald,
203 West 13th Street,
New York, N. Y.

Dear Sir,

With further reference to your communications regarding the scenario "Princess", inasmuch as our reading department is the source from which we endeavored, unsuccessfully, to trace your script, it is quite apparent that same was misplaced, as you say, before reaching that particular department, as the records show nothing to indicate that it was ever read. If you care to submit another copy of the scenario, we will be pleased to advise you whether or not it interests Mr. Griffith.

Thanking you for your courtesy in this matter,

Very truly yours,

D. W. Griffith, Inc.

Sec'y. to Mr. Griffith.

ATTORNEYS & COUNSELLORS AT LAW
GERRIT P. GORDON
M. L. MALAPIRAKY
ARTHUR F. GRIFFIN
RICHARD J. MAGRET
ARTHUR H. WALSH
EDWARD S. RAFFERT
BENJAMIN HERRER
CELANO T. ATHERTON
EDWARD J. SLAMAS
CHARLES H. BERRY

MALAPIRAKY & GORDON
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE United Artists

August 11, 1927

Mr. Bert H. T. Banshaf
130 West 42nd Street
New York City

My dear Bert:

In response to the telegram to Arthur W. Kelly with reference to the moneys which have been deducted from Mr. Griffith's picture earnings to pay for his share of the loss of "Romance" and the Associated Authors' pictures, I received the following telegram:

"HAVING CONFERENCE THIS WEEK CONNECTION WITH ROMANCE AND ASSOCIATE AUTHORS MR SCHENCK IS OF OPINION THAT THESE AMOUNTS SHOULD NOT BE CHARGED OFF TO UNITED

ARTISTS ALSO DR GIANNINI WILL NOT PERMIT IT STOP AM TRYING TO GET MATTER OF GREENHILL MONEY SETTLED AND THEN EACH PRODUCER WILL PAY THEIR RESPECTIVE LOSSES ARTHUR W. KELLY."

Sincerely yours,

Gaf

DFO'B/IC

Edgewater Point

"One mile of shore front on Long Island Sound"

EXCLUSIVE, HIGHLY RESTRICTED WATERFRONT DEVELOPMENT

PHONE
MAMARONECK 1188

1501 Broadway,
N.Y.C.

DEVELOPMENT OF
EDGEWATER POINT, INC.
MAMARONECK, N. Y.

August 18th,1927.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

Confirming our telephone conversation, I find that owing to Mr. Toone's absence on account of illness the interest payment on the Edgewater Point Mortgage due August 4th was overlooked, and I am enclosing herewith check of Edgewater Point, Inc., No. 301 to the order of D.W. Griffith, Inc., $8,348.39 to cover the interest. On February 4th,1927, the principal amount of the mortgage was $340,500. and on March 10th,1927, $5,800. was paid on it leaving a balance of $334,700. I have figured the interest as follows:-

5% on $340,500. from February 4th to March 10th,—
thirty-four (34) days $1,607.91
5% on $334,700. from March 10th to August 4th,----
four months and twenty-five (25) days 6,740.48

TOTAL $8,348.39

Regretting the oversight and with kindest regards, I am,

Yours very truly,

Chas. F. Cahlin

Vice-President...

1,675
8,348.39
10,023.39

CFC:MML

August 18, 1927.

Simbel Brothers, Inc.,
42nd St & 5th Avenue,
New York, N. Y.

Gentlemen:

Replying to your inquiry of the 10th, we wish to advise that Mr. Herbert Sutch has not been in the employ of this company for over two years, and we have no definite knowledge of his whereabouts. To the best of the writer's knowledge, sometime ago he was employed by one of the motion picture companies located in or around Hollywood or Los Angeles, Calif., but we are not in a position to state whether or not he is still there.

Very truly yours,

Asst. Treas.

D. W. Griffith, Inc.

CC/S

MEMORANDUM REGARDING THE CLOSING OF THE RIVOLI-RIALTO - PARAMOUNT FAMOUS LASKY CORPORATION - UNITED ARTISTS THEATRE CIRCUIT, INC., HELD AT THE OFFICE OF AUSTIN KEOUGH, PARAMOUNT BUILDING, ON THE 16th DAY OF AUGUST, 1927.

There were present:

AUSTIN KEOUGH and BERNARD CAMPE, representing PARAMOUNT FAMOUS LASKY CORPORATION;

DENNIS F. O'BRIEN, by EDWARD G. RAFTERY, representing the UNITED ARTISTS THEATRE CIRCUIT, INC.

LEOPOLD FRIEDMAN, representing NICHOLAS SCHENCK, the Escrow Agent.

Mr. Friedman produced at the closing all of the documents which had previously been delivered to Mr.Schenck, the Escrow Agent. He turned over to the United Artists Theatre Circuit, Inc., the following documents:

1. Duplicate original agreement dated May 31, 1927, between Paramount Famous Lasky Corporation and United Artists Theatre Circuit, Inc. called basic contract.

2. Duplicate original agreement dated June 4, 1927, between Publix Theatres Corporation, The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, called operating contract.

3. Duplicate original agreement dated June 4, 1927, between United Artists Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, called booking or franchise contract. (This contract is ~~xxxxx and~~ cancelled superseded).

4. Duplicate original agreement (printed) dated June 4, 1927, between United Artists Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation. (This supersedes prior contract).

5. Duplicate original agreement dated August 11, 1927, between United Artists Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, cancelling the agreement dated June 4, 1927, numbered 3 above.

6. Duplicate original letter dated as of June 4, 1927, from United Artists Corporation to The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, approved by Buster Keaton Productions, Inc.

7. Duplicate original printed agreement dated June 4, 1927, between Paramount Famous Lasky Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation.

8. Duplicate original letter dated August 12, 1927, United Artists Theatre Circuit, Inc. certifying its satisfaction with the printed agreement dated June 4, 1927, between Paramount Famous Lasky Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation.

9. Certificate of Norman Collyer, Secretary of Orbis Mundi Realty Corporation dated August 15, 1927, attesting copies of minutes of directors and stockholders meetings and of by-laws.

10. Certificate of Norman Collyer, secretary of The Biddle Realty Corporation dated August 15, 1927, attesting copies of minutes of directors and stockholders meetings and of by-laws.

11. Certificate of Norman Collyer, secretary of The 1620 Broadway Corporation dated August 15, 1927, attesting copies of minutes of directors and stockholders meetings and of by-laws.

12. Certified copy of certificate of increase of number of shares, etc. of The Biddle Realty Corporation.

13. Certified copy of certificate of change of purposes, etc. of The Biddle Realty Corporation.

14. Certified copy of certificate of increase

of number of shares, etc. of the Orbis Mundi Realty Corporation.

16. Certified copy of certificate of change of purposes, etc. of the Orbis Mundi Realty Corporation.

15. Certified copy of certificate of increase of number of shares, etc. of The 1620 Broadway Corporation.

17. Certified copy of certificate of change of purposes, etc. of The 1620 Broadway Corporation.

18. Certificate No. 2 for twenty-six hundred (2600) shares of Class B stock of The Biddle Realty Corporation, issued to United Artists Theatre Circuit, Inc.

19. Certificate No. 2 of twenty-five thousand (25,000) shares of Class B stock of The 1620 Broadway Corporation, issued to United Artists Theatre Circuit, Inc.

20. Certificate No. 2 for twelve thousand, five hundred (12,500) shares of Class B stock of Orbis Mundi Realty Corporation, issued to United Artists Theatre Circuit, Inc.

At the same time and place the following documents were delivered to Mr. Keough, representing Paramount Famous Lasky Corporation:

1. Duplicate original agreement dated May 31, 1927, between Paramount Famous Lasky Corporation and United Artists Theatre Circuit, Inc. called basic agreement.

2. Duplicate original agreement dated June 4, 1927, between Publix Theatres Corporation, The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, called the operating contract.

3. Duplicate original agreement dated June 4, 1927, between United Artists Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, called booking or franchise contract. (This contract is cancelled and superseded).

4. Duplicate original agreement (printed) dated June 4, 1927, between United Artists Corporation and The

Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation. (This supersedes prior contract).

5. Duplicate original agreement dated August 11, 1927, between United Artists Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, cancelling the agreement dated June 4, 1927, numbered 2 above.

6. Duplicate original letter dated as of June 4, 1927, from United Artists Corporation to The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, approved by Sister Keaton Productions, Inc.

7. Duplicate original printed agreement dated June 4, 1927, between Paramount Famous Lasky Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation.

8. Duplicate original letter dated August 12, 1927, United Artists Theatre Circuit, Inc., certifying its satisfaction with the printed agreement dated June 4, 1927, between Paramount Famous Lasky Corporation and The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation.

9. Certificate No. 3 for twenty-six hundred (2600) shares of Class B stock of The Biddle Realty Corporation, issued to United Artists Theatre Circuit, Inc.

10. Certificate No. 3, for twenty-five thousand (25,000) shares of Class B stock of The 1620 Broadway Corporation, issued to United Artists Theatre Circuit, Inc.

11. Certificate No. 3 for twelve thousand, five hundred (12,500) shares of Class B stock of Orbis Mundi Realty Corporation, issued to United Artists Theatre Circuit, Inc.

xxx The aforesaid three certificates of stock have been by United Artists Theatre Circuit, Inc., this day delivered to Paramount Famous Lasky Corporation as collateral security to certain notes of United Artists Theatre Circuit, Inc., provided for in the aforesaid contract of May 31, 1927, which is numbered 1 above, and attached to each of the said certificates is an assignment, in blank, by United Artists Theatre Circuit, Inc. for the transfer of the respective certificates, with a notation thereon the same as pursuant to the agreement for deposit of the certificates as collateral.

12. Two (2) promissory notes of United Artists Theatre Circuit, Inc., both dated June 4, 1927, both for

five hundred thousand dollars ($500,000) each and payable to the order of Paramount Famous Lasky Corporation on or before June 1, 1928.

At the same time and place the ~~[illegible]~~ attorneys for the United Artists Theatre Circuit, Inc. delivered to Leopold Friedman, representing the Escrow Agent, a letter approving the form and substance of the amended Certificates of Incorporation of the following Corporations, to-wit:

THE BIDDLE REALTY CORPORATION
THE 1620 BROADWAY CORPORATION
ORBIS MUNDI REALTY CORPORATION.

Said letter also approved the Amended By-Laws of the above corporations which were adopted at a meeting of the stockholders held on the 18th day of August, 1927.

Mr. Harry Buckley as Vice-President, and Bertram S. Mayfack as ~~[illegible]~~ Secretary, previously executed assignments, in blank, of the United Artists Theatre Circuit, Inc. stock in the three above mentioned corporations. These assignments were attached to the stock certificates and the stock delivered to Paramount Famous Lasky Corporation pursuant to basic agreement.

Mr. Keough delivered to the United Artists Theatre Circuit, Inc. an acknowledgment in writing of the receipt of the 2600 shares of The Biddle Realty Corporation, Class B stock, 2500 shares of The 1620 Broadway Corporation, Class B stock, and 12,500 shares of the Orbis Mundi Realty Corporation, Class B stock.

There was also delivered by United Artists Theatre Circuit, Inc. to Paramount Famous Lasky Corporation, a letter executed by Al Lichtman, Vice-President of the United Artists Corporation, certifying that the Buster Keaton photoplays were not in-

signed in the Hawaii-Nevada agreement. This document was approved by the Center Sector Representative, Inc. by Leopold Fleischman, Secretary.

****

This completed the transfer of agreements, notes, etc. and completed the closing in accordance with the terms of the escrow agreements.

Receipts therefor were delivered to the escrow agent by the respective parties for each set of documents received by the respective parties.

H. C. RAFTERY

Regarding my retainer for the year, since the year has practically expired and since my charge was based upon the value and responsibility of services in connection with your contract with the Famous Players, I believe my charge should be not less than $750, as I have held myself in readiness and I

Mr. Emil Jannings,
7657 Highwood Boulevard,
Hollywood, Cal.

Dear Mr. Jannings,

Replying to your letter of July 28th, you will no doubt recall that on your visit to my office with Mrs. Jannings, at which Mr. Pommer was present, I fixed my fee for services rendered to you in re the Famous Players' contract and any incidental services that you might desire during the year on the basis of $1,000, and that thereafter I suggested to you, and you and Mrs. Jannings agreed, that a corporation be formed similar to the one which I had formed for Mr. Pommer for the purpose of taking over your contract with the Famous Players, and that the name finally decided upon for that corporation was that of Mrs. Jannings' maiden name, GUSSIE HOLL PRODUCTIONS, INC.

Pursuant to said instructions, I had the corporation formed in Delaware and wrote you fully regarding the same under dates of November 6th and November 10th last. Since you did not reply to those letters I dropped the matter and spoke to you about it on my last visit to the Coast and it was then decided, as you will remember, to wait until my subsequent return before anything further was done.

It is apparent that you do not wish to continue with the plan of the corporation and I have, therefore, done nothing further except to pay the disbursements which were necessitated by your incorporation of the company at Delaware.

For your information, I am enclosing herewith copy of the bill received from the agent of the Corporation Service Company for such disbursements and which item included in that is the item I mentioned to you in my letter of having disbursed in connection with the Corporation, viz; $99.67. Since then I received a further bill from the Corporation Department of the Secretary of the State of Delaware for $5.00 minimum corporation tax, which I am likewise enclosing and which when paid will make a total disbursement of $104.67.

Regarding my retainer for the year, since the year has practically expired and since my charge was based upon the value and responsibility of services in connection with your contract with the Famous Players, I believe my charge should be not less than $750. as I have held myself in readiness for you. I

August 15, 1947

Mr. Emil Jannings - 2

would appreciate, therefore, a check from you for this amount in full for all services rendered to date, you to be under no further obligation to me whatsoever unless you should care to consult me further.

If it is good form, I would suggest that you keep the Corporation, GUSSIE HOLL PRODUCTIONS, INC., in good standing, since you may want to use this corporation in the future especially for investment purposes.

With kind regards and best wishes to Mrs. Jannings and you, I remain

Yours very truly,

AHTB KM
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#141

August 14, 1927.

Miss C. W. Conway,
% D. W. Griffith,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

Thank you for your letter of August 12, enclosing Mr. Griffith's check for $500., which is being applied on the loan of the G & H Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

KEELER AND FERNALD
ARCHITECTURE AND ENGINEERING
INDUSTRIAL DEVELOPMENTS
ONE HUNDRED AND THREE WEST THIRTEENTH STREET
NEW YORK CITY

August 17, 1927.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Gentlemen:

Enclosed please find a copy of the scenario "THE PRINCESS" which was sent you some months ago and apparently according to Mr. Conway's letter of the 10th inst., was mislaid. This is an adaptation to the screen of Tennyson's poem of that name, which was published so long ago that the copyright ought not to present difficulties.

The idea of screening the poem itself, as captions, is, I think, entirely new. My suggestion is that the quotations be run at the same time as the pictures, leaving them on the screen long enough to be thoroughly digested, the action continuing meanwhile. This should be an advantage if photography permits, as I think it is agreed that the average movie runs too fast.

There are only a few poems in the English language which are dramatic enough to be treated in this way, so that by producing three or four such, which I have in mind, you would have a monoply in the field, and a classic poem, so screened, would have an unlimited life.

I am sending you a synopsis of the plot in the usual form, and also a detailed plot showing the captions proposed to be used. Originally I also enclosed a copy of the complete poem, in case you desired to add to the quotations, but this can be taken up later if you approve of the idea.

Trusting you will give this innovation a sympathetic criticism, I am,

Yours very truly,

Fred S. Keeler

Aug. 16, 1927.

Mr. H. W. Beckman,
John A. Eckert & Co.,
90 John Street,
New York, N. Y.

Dear Mr. Beckman,

Enclosed herewith you will find Mr. Kluns's letter of August 15th, wherein he describes fully the accident to Mr. Griffith's Hispano Suiza on Sunday, the 14th.

With very kind regards, I remain

Very truly yours,

TELEPHONE [illegible]
TELE-GRAMMES: [illegible]
CABLES: [illegible]

33-36, LITTLE NEWPORT STREET,
LONDON, W.C. 2.

16th August, 1927.

Albert L. Grey Esq.,
Messrs. D.W. Griffith, Inc.,
505, Langham Building,
NEW YORK CITY,
U.S.A.

My dear Mr. Grey, re. "ORPHANS OF THE STORM"

I presume you will be very surprised to receive a letter from me, but I have been out of England for the greater part of the time for the past number of years. During the past six months I have not left England.

I hope that these few lines will find Mr. Griffith, Mrs. Grey and yourself in the very best of health.

I require one print of "ORPHANS OF THE STORM" with full English titles and would you be good enough to send me a cable on receipt of this letter stating how much it would cost and I will cable the money to you.

Please convey my kindest regards to Mr. Griffith and Mrs. Grey.

With best wishes and kindest regards to yourself,

Sincerely yours,

E. Wertheimer

1928 - 8¢ a foot

Aud. 7310

Neg. footage 9747 08 a print 77.9.76

August 18, 1927.

Mr. A. Hubsch,
Transocean Film Company,
Berlin, Germany.

Dear Mr. Hubsch,

The enclosed letter from the Orion Film Exchange, Inc. Budapest was sent to California quite some time ago, from where it was forwarded here.

I am sorry to say that the meaning of this letter is not quite clear to me and I wonder if you would mind looking into the matter for us. Our records do not show any contracts with Ufa whatsoever. We have a contract for "Way Down East", "Orphans of the Storm" which Mr. Epping made, I believe through your firm while he was in Germany, for Germany, Austria, Hungary and Poland, but this does not expire until June 1928. I believe "Broken Blossoms" was also included. However, I know that you are familiar with the exact details and that you will be able to determine just what it is that the Orion Film Exchange, Inc. desires.

I am very sorry to have to bother you so much with these various little matters, and we deeply appreciate the kind and courteous attention and co-operation that is always extended to us.

I hope you and your family are enjoying good health and that business has been very profitable. According to reports on this side the motion picture business in Germany is making vast strides and I hope you are receiving a good share of the reported success.

With very kindest regards, I remain

Sincerely yours,

D. W. Griffith, Inc.

CC/S

August 12, 1957

Mr. A. S. Robinson, Jr.,
Vice President, Larchmont National Bank & Trust Co.,
Larchmont, New York.

Dear Mr. Robinson,

I am enclosing herewith for deposit in the name of D. W. Griffith, Incorporated, one check dated July 29th last, in the sum of Sixteen Hundred Seventy Five ($1,675) Dollars, made to the order of D. W. Griffith, Inc., by the S. M. H. Corporation, which check has been duly endorsed for deposit.

The other check enclosed is likewise made to the order of D.W. Griffith, Inc., under date of August 11th last, by Edgewater Point, Inc., and signed by E. W. Hammonds, President and T. E. Towne, Assistant Treasurer, in the sum of Eight Thousand Three Hundred Forty Eight and 39/100 ($8,348.39) Dollars, which has also been duly endorsed for deposit. This makes a total of $10,023.39 for deposit.

Will you please open a savings account in the name of D. W. Griffith, Incorporated in order that this fund may bear 4% interest. interest. This will be an inactive account and will not be checked against for business purposes and in all likelihood the fund will remain intact for at least a year or more and it is for this reason that I wish to have the Company receive the maximum amount of interest which savings accounts usually receive. This fund will be drawn out on the order of D. W. Griffith, Incorporated, signed by D. W. Griffith and myself, for which kindly send signature cards.

Thanking you for your attention in this matter and with kindest regards, I remain

Yours very truly,

ARTB KM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

126

THE AMERICAN CLUB

95, PICCADILLY,
LONDON, W.1

August 19th, 1927.

Mr. D.W. Griffith,
Fairbank Pickford Studios,
Santa Monica Boulevard,
Hollywood, Cal.

Dear Mr. Griffith,

In looking over this week's Kinematograph Weekly I found the enclosed page advertisement of more than passing interest in that when you bought the "White Slave" by Bartley Campbell in 1918, I was associated with Sanger and Jordan who acted as brokers in the transaction.

Thought you would like to have your attention called to it, so that you can quickly ascertain what steps can be taken to protect the title of your great property.

Kindest regards.

Cordially,

Holmes C. Walton

HCW/JB.

C·M·WOOLF
presents

The WHITE SLAVE

A Sheik-like story
Romantic & Dramatic.
Full of the Colour
of the Desert and its
age-old customs.

TRADE PRESENTATION
LONDON HIPPODROME
Friday, Sept. 9TH at 3 P.M.
All seats reserved
Immediate application necessary

W&F FILM SERVICE LTD
74-76, Old Compton Street, W.1.
Telephone: Regent 5733-4-5,
Telegrams: Okaphilms London.

C·M·WOOLF Presents

The GHOST TRAIN

with

GUY NEWALL

Adapted from the play by Arnold Ridley.

This remarkable stage play ran to over 600 performances in the West End of London, has been a tremendous success in the provinces and is achieving equal success in several foreign countries.

TRADE PRESENTATION

London Hippodrome

Tuesday Sept. 13th

at 3 p.m.

W. & F. FILM SERVICE LTD.

Phone. Regent 5733·4 · [illegible] 4-76 [illegible] Compton St., W. 1. Grams-Okaphilms-London.

LARCHMONT NATIONAL BANK AND TRUST COMPANY

Samuel H. Bell, president

Frank A. Moore, vice president
Albert G. Robinson, Jr., 2nd vice pres.

Lloyd R. Harris, cashier
George H. Emerson, asst cashier

LARCHMONT, N.Y.

August 20th, 1927

Mr. Albert H. T. Banshaf,
190 West 42nd Street,
New York City.

My dear Mr. Banshaf:

We acknowledge receipt of your favor of the 19th instant with enclosure of $10,023.39, for which we thank you.

We herewith enclose deposit book with deposit entered therein, signature card and resolution to be signed by you and Mr. D. W. Griffith, as officers of D. W. Griffith, Incorporated.

Very truly yours,

Lloyd R. Harris

Cashier.

#42

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

August 20, 1927

Mr. D. W. Griffith,
1476 Broadway,
New York City

Dear Mr. Griffith:-

In the absence of Mr. Coffman who is away on vacation your letter of August 19 has been referred to the writer.

We wish to acknowledge receipt of the $500 enclosure which will be applied on the indebtedness of the G. & H. Pictures Corporation's note.

Thanking you for your courtesy, we are

Very truly yours,

H. S. Miner

H. S. Miner
Assistant Secretary

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 9200

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES CHAPLIN
MARY PICKFORD
DOUGLAS FAIRBANKS
D. W. GRIFFITH

(COPY FOR MR. A. H. T. BANZHAF)

August 22nd, 1927

Following Letter Was Sent to:

Miss Mary Pickford c/o United Artists Studios, Hollywood, Calif.
Mr. Douglas Fairbanks " " " "
Mr. Charles Chaplin, 1416 LaBrea Avenue "
Mr. D. W. Griffith 1107 Longacre Bldg., New York City
Miss Gloria Swanson c/o United Artists Studios, Hollywood, Calif.
Mr. Samuel Goldwyn, c/o DeMille Studios, Culver City, Calif.
~~Mr. Buster Keaton 1000 Lillian Way Hollywood, Calif.~~

At a recent conference held at the coast, at which were present Mr. Schenck, Mr. Robert Fairbanks and Mr. Nathan Burkan, drastic action was decided upon to force an adjustment between our German Company and the Phoebus Film Company.

A cable was sent Mr. Smith instructing him to dismiss the entire sales force and intimating that we should close up our office there, which Mr. Schenck intended to do if adjustment was not forthcoming. This resulted in the following compromise which has been accepted by Mr. Schenck for and on behalf of all the producers. The cable from Mr. Smith reads as follows:

"BERLIN, AUGUST 20, 1927

"PHOEBUS CABLE RECEIVED STOP IN FINAL CONFERENCE SECURED FOLLOWING FURTHER CONCESSIONS STOP WE TAKE EIGHTEEN CONTINGENTS AT SEVEN THOUSAND DOLLARS EACH INSTEAD SEVENTEEN SEVENTYFIVE HUNDRED STOP OLD CONTRACT COMPLETELY CANCELLED STOP FRIENDLY UNDERSTANDING WE PLAY PHOEBUS THEATRES WHEN WE WISH STOP CONFIRM TO BERLIN AS SHOULD SIGN NEW AGREEMENT MONDAY ACCOUNT URGENT NECESSITY PREMIERS AND BOOKINGS STOP AUTHORIZE LONDON SHIP BERLIN IMMEDIATELY SAMPLE PRINTS COLLEGE MAGIC FLAME."

In view of the above arrangement, the German Company will start anew this fall, and we shall leave no stone unturned to assure its success and the payment to the producers of their accounts on the new pictures released after September 15th, with the hope that we can gradually pay off from profits the old debit balances.

We take this opportunity of thanking the producers for their patience in waiting for results from the German Company.

Very truly yours,
UNITED ARTISTS CORPORATION

(Signed) Arthur W. Kelly

Vice President-Treasurer
Arthur W. Kelly

AWK G

August 23, 1927

United Artists Corporation
729 Seventh Avenue
New York City

Attention of Mr. Kelly

Dear Arthur:

Answering your letter of August 18, 1927 in which you recite the status of the debit interests in the Associated Authors' pictures and the photoplay "Romance" of Mr. Griffith, I desire to advise you that, in my opinion, Mr. Griffith or his corporation (whichever is the lawful owner of the same) should receive the amounts of money deducted from the earnings on his pictures to meet the share of the so-termed "Romance" and Associated Authors' pictures deficits respectively.

These payments should be made subject to an agreement on the part of the receiver with the United Artists Corporation, that the United Artists Corporation waives in no way its rights in the premises to collect from the receiver its share of the above indebtedness, and that the receiver waives for all time the Statute of Limitations relative to the enforcement of this indebtedness by United Artists Corporation.

Whenever you are ready to make the payments, we will prepare the memorandum.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

DFO'B/IC

Sincerely yours,

A32336

$ 16,743.75 New York City, Aug 22nd 1927

Three months after date for value received, the undersigned and each of them, if more than one, promises to pay to the **MANUFACTURERS TRUST COMPANY**, or order, at its banking house in the City of New York, Sixteen thousand seven hundred forty three & 75/100 Dollars, with interest from date, at the rate of 6 per cent. per annum, having deposited with said Company as collateral security for the payment of this note and of any and all other liabilities and obligations of the undersigned to the Company and claims of the Company against the undersigned whether now existing or hereafter incurred, originally contracted with the Company and/or with another and now or hereafter owing or acquired by the Company, absolute or contingent, matured or not matured, the following property, viz.:

Assignment of the negative and positive still plates and copyrights of Negro Comedy photoplay formerly entitled "Black & White" and now known as "His Darker Self" all monies arising from the distribution thereof throughout the world, assignment of Domestic Contract with W. W. Hodkinson Corp. and all foreign distribution contracts made or to be made hereafter. Assignment of mortgages by Albert L. Grey and Alsah F. Grey, his wife, covering properties located at 317 West 100th St. N.Y.City and at Wildcliff Drive, New Rochelle, N. Y.

the undersigned also hereby giving to the said Company a lien for the amount of all of the aforesaid liabilities, claims and obligations, including this note, upon the title or interest of the undersigned in any other property and/or securities left with the Company for safekeeping or otherwise, or coming to the possession of said Company in any way, and also upon the balance of any deposit account of the undersigned with the said Company at any time existing, such deposit balance and other property to be regarded as additional collateral security for such liabilities, claims and obligations, with the right to the said Company in its discretion to resort first to any part of the collateral and at its option to apply all or any of the net cash receipts from any of said security or any or all of any balance of deposit account of the undersigned with the Company to the payment in whole or in part of any of said liabilities, claims or obligations, applying or distributing the same as it shall elect, whether the item or items on which said payment is applied be due or not (making proper rebate of interest or discount in case of payment of any item not due). If at any time the security for any of said liabilities, claims or obligations shall be unsatisfactory to the Company or any of its officers and the undersigned shall not on demand furnish such further security or make such payment on account as shall be satisfactory to the Company, or if default occur in the punctual payment of any sum payable upon any of said liabilities, claims or obligations, or if the undersigned, or any maker, endorser or guarantor of any of said liabilities, claims or obligations, or any maker, endorser or guarantor of any of said security shall become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed against or voluntary petition in bankruptcy shall be filed by, or if a receiver shall be appointed of the property or assets or any thereof, of the undersigned or any such maker, endorser or guarantor, thereupon any or all of said liabilities, claims or obligations of the undersigned although not yet due or not payable on demand shall at the option of the Company forthwith become and be immediately due and payable. The undersigned further agrees that upon failure to pay this note or any of such other liabilities, claims and obligations on demand or other due date, or upon failure to pay any other of said liabilities, claims or obligations when the same become or shall be declared due, according to the terms thereof, or upon any of said liabilities, claims and obligations, including this note, becoming due in accordance with any of the provisions hereof, said Company may forthwith proceed to collect and receive and realize upon any deposit balance or any stocks, bonds, accounts, bills, notes, claims, rights or property whatsoever held by it as collateral or to which it may be entitled, and also, without demand of performance, or advertisement, or of notice of intention to sell, or of time or place of sale, or to redeem or other notice whatsoever to the undersigned, all of which demands, advertisements, and/or notices are hereby waived by the undersigned, to sell in one or more parcels at public or private sale, or at the New York Stock Exchange, or at any other exchange or brokers' board, at such prices as it may deem best, and either for cash or on credit or for future delivery any or all securities, rights or property of any kind held by it or to which it may be entitled, as collateral security for the liabilities, claims and obligations of the undersigned as hereinbefore provided, with the right to said Company at any such sale, public or private, to purchase the whole or any part of said securities, rights or property so sold, free from any right or equity of redemption in the undersigned, which right or equity is hereby expressly waived, applying the net proceeds to the payment of this note and of any of said other liabilities, claims and obligations of the undersigned to said Company and accounting for the surplus, if any, to the undersigned, who hereby expressly agrees to remain bound for the payment of any deficiency, with legal interest. The aforesaid securities, rights and property may from time to time by mutual consent be exchanged for other property which shall be held by said Company, subject to all the terms of this note, or such collateral security or any part thereof may at the option of the Company be surrendered. Upon any transfer of this note, the collateral held therefor at the time of transfer or any part thereof may be delivered to the transferee who shall thereupon become vested with all the rights and powers above given to said Company in respect thereto, but with respect to any security not so transferred the Company shall retain all rights and powers hereby given. The Company shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights and/or remedies hereunder, unless such waiver be in writing, and no waiver whatever shall be valid unless in writing, signed by the Company, and only to the extent therein set forth; a waiver by the Company of any right and/or remedy under the terms of this note on any one occasion shall not be construed as a bar to any such right and/or remedy which the Company would otherwise have had on any future occasion.

G & H Pictures Corporation.

Albert L. Grey Pres.

B. E. Conway Treas.

NPL/6

1911	8/10	Payment on Account	$500 —
	8/2	Payment on Account	$500 —
	8/6	Payment on Account	$500 —
	1/4	Left [illegible]	

IN CONSIDERATION of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms thereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is acknowledged, the undersigned (who, if two or more in number shall be jointly and severally bound), hereby guarantee to the **MANUACTURERS TRUST COMPANY**, in the City of New York, its successors, endorsees and assigns, the punctual payment of the within note on demand or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the whole or any part of the security for said loan may be exchanged or surrendered, from time to time, or the time of payment of the within note or of any of the liabilities of the makers thereof may be extended or any of the provisions of said note may be modified, without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender, extension or modification. The undersigned hereby waive presentation and demand upon themselves and upon the maker or makers for payment of said note, and also waive notice of non-payment thereof, notice of intention to sell, advertisement, time or place of sale of the collateral therefor, and all other notice in connection therewith.

W. W. Witt

Alvah L. Grey

Albert L. Grey

UNITED STATES OF AMERICA,
State of New York,
City of New York, } ss.:
County of New York

On the 23 day of December, 1937, at the request

MANUFACTURERS TRUST COMPANY, New York City,

I, the undersigned, a Notary Public of the State of New York, duly commissioned and sworn, did present the original ~~Bill of Exchange~~ Promissory Note, ~~Bill of Exchange, Trade Acceptance, Draft or Check~~ hereunto annexed,

to MANUFACTURERS TRUST COMPANY at 415 Fifth Ave New York

and demanded payment (~~acceptance~~) thereof, which was refused.

Whereupon, I, the said Notary, at the request aforesaid, did **PROTEST,** and by these presents do publicly and solemnly **PROTEST,** as well against the Drawer and Endorsers of the ~~bill~~ Promissory Note, ~~Bill of Exchange, Trade Acceptance, Draft or Check~~, as against all others whom it doth or may concern, for exchange, re-exchange and all costs, damages, and interest already incurred, and to be hereafter incurred for want of payment (~~acceptance~~) of the same.

THIS DONE AND PROTESTED in the City of New York.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year first above written.

Isaac L. Silverberg

Notary Public, State of New York

NOTARY PUBLIC
NEW YORK COUNTY CLERK'S No. 31
NEW YORK COUNTY REGISTER'S No. 9145
COMMISSION EXPIRES MARCH 30, 1939

PROTEST

$16743 24 Plus interest
Paid 40 Th 1000 00
Sept 24 Release Copy

New York, N. Y. Sept 23, 1917

Fees and Expenses, $ 1 00

DATA

BUREAU OF DATES

2479

2014 Canyon drive

Hollywood California

90046

Caroline

TUESDAY, AUGUST 21 8th Month

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
6434 HOLLYWOOD BLVD
GRanite 2480

Signal after the number of words—"Blue" indicates (Day Letter) "N. L." (Night Letter) or "Nite" (Night Telegram)

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

STANDARD TIME INDICATED ON THIS MESSAGE

68GS JE 107PM 55

Form 16 Dbl

FR NEWYORK NY AUG 26 1927

DAVID W GRIFFITH

8311 SUNSET BLVD HOLLYWOOD CALIF

HAVE JUST WIRED WYLIE WHO RESIDES AT LOSALTOS CALIFORNIA ASKING FOR QUOTATION ON THE WILD CAT WILL ADVISE AS SOON AS I HEAR GIVE YOU THIS INFORMATION SO THAT INQUIRY WILL NOT BE DUPLICATED STOP BELIEVE MAUDE ADAMS PROPOSITION ABOUT TO BE SIGNED UP AFRAID WE ARE TOO LATE BUT WILL KEEP YOU ADVISED REGARDS

BANZHAF

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ANTHONY F. DRISCOLL
RICHARD J. BARRET
ARTHUR G. HALSH
EDWARD C. RAFTERY
BENJAMIN PERPER
LELAND T. ATHERTON
EDWARD J. SLANAK
CHARLES H. CERF

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

219
125

IN RE

August 26, 1947

Mr. Albert H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr.Banshaf:

Enclosed herewith find an addenda agreement executed by the United Artists Corporation in favor of D. W. Griffith, Inc. and David W. Griffith.

An examination of the Rivoli-Rialto Franchise contract will show you that the run of any picture cannot be terminated at either of these theatres if the exhibition is showing a profit, unless with the mutual consent of the United Artists Corporation and the operating companies.

This additional document adds to the strength of this paragraph, as far as the individual producer is concerned, and makes it obligatory on the United Artists Corporation to get the consent of the producer if it wishes to terminate the run of any picture by mutual consent. Similar documents are being delivered to all of the artists.

Yours very truly,

O'BRIEN, MALEVINSKY & DRISCOLL

By E C Raftery

Encl.

ECR:RJS

D. W. GRIFFITH INC. and
DAVID W. Griffith,
c/o Albert H. T. Banchef,
150 West 42nd Street,
New York City.

Dear Sirs:-

In consideration of your executing your approval to a certain agreement dated the 4th day of June, 1927, between United Artists Corporation, a Delaware corporation, party of the first part, and The Biddle Realty Corporation The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, all New York corporations, parties of the second part, the United Artists Corporation agrees not to give its consent to the termination of a run of any of your motion pictures exhibited in either the Rivoli or Rialto Theatres in the City of New York described in the aforesaid contract without your consent first had and obtained; and the United Artists Corporation further agrees not to give its consent to the termination of the run of any of your photoplays in any of the so-termed United Artists Theatres in which your pictures are booked for exhibition pursuant to the provisions of the agreement between United Artists Corporation, a Delaware corporation, and United Artists Theatre Circuit, Inc., a Maryland corporation, dated the 22nd day of June, 1925, without your consent first had and obtained.

The United Artists Corporation further agrees with you that your execution of approval or consent to the aforesaid contracts, to wit, the contract between United Artists Corporation, The Biddle Realty Corporation, The 1620 Broadway Corporation and Orbis Mundi Realty Corporation, and United Artists Theatre Circuit, Inc., respectively, shall be considered as in no way a waiver of or departure from the

provisions of your agreements with the undersigned or affecting your rights except as specifically set forth in and limited to the aforesaid specific agreements, and that in all other respects such contracts will remain in full force and effect to the same full extent as if the aforesaid consent and approval to the aforesaid specific contracts had not been given by you.

IN WITNESS WHEREOF, UNITED ARTISTS CORPORATION, by its proper officers, has hereunto set its signature and seal this 4th day of June, 1927.

UNITED ARTISTS CORPORATION

BY _____
Vice-President

ATTEST:

_____
Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 26 day of May, nineteen hundred and twenty-seven, before me came AL LICHTMAN, to me known, who, being by me duly sworn, did depose and say that he resides in the Borough of Manhattan, City of New York; that he is the Vice-President of UNITED ARTISTS CORPORATION, the corporation described in, and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

_____

FRANK L. IPPOLITO
NOTARY PUBLIC
N.Y. Co. Clks. No. 14
N.Y. Co. Reg. No. 8047
Kings Co. Clks. No. 8
Kings Co. Reg. No. 8009
Commission expires March 30, 19

UNITED ARTISTS CORPORATION

-with-

D. W. GRIFFITH INC. and
DAVID W. GRIFFITH

- - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - -

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
KNICKERBOCKER BLDG. 152 WEST 42nd STREET
TIMES SQUARE
NEW YORK CITY

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

August 27, 1927

#43

Mr. D. W. Griffith,
D. W. Griffith Incorporated,
1476 Broadway,
New York, N. Y.

Dear Mr. Griffith:

In Mr. Coffman's absence we are pleased to acknowledge receipt of your letter of August 26th enclosing check in the amount of $500.00 which has been placed to your credit on account of the G. & H. Pictures Corporation note.

Thanking you for your courtesy, we are

Very truly yours,

H. S. Miner

H. S. Miner
Assistant Secretary

August 29th 1927.

Mr. Emil Jannings,
7347 Hollywood Boulevard,
Hollywood, California.

Dear Mr. Jannings:

I want to thank you for your prompt and courteous reply in enclosing your check for $884.67 in full for my services.

I will be only too glad to be of service to you and Mrs. Jannings or any of your friends at any time and trust that you will call upon me if you or your friends should have need for any legal advice or services that I may be able to take care of.

Regarding the Gussy Holl Productions, Inc. I will keep this Company alive for you and file any necessary reports for this purpose and respectfully suggest that in case you wish to make any investments that you use that Corporation for such purpose since it will permit you and Mrs. Jannings to accumulate all earnings and profits in the treasury of the Corporation and you will only be liable for the Federal Tax of 13% on net profits whereas under your salary account your tax, because of your high salary, will bring you into the high surtax charges. This will be perfectly legitimate for the Corporation to do and is convenient for transacting business as you can easily buy and sell real estate and other securities in the corporate name without any personal liability.

Trusting that your future success will continue and exceed the splendid strides you have made in the past and with kindest regards to you and Mrs. Jannings, I remain

Sincerely yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

August 29th
1927

Mr. A. H. F. Sanghaf
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Sanghaf:

Nothing has yet been heard from Dr. Schattner, who as you will recall, secured from us the rights to "Isn't Life Wonderful" in Germany.

It seems reasonable that we should have heard something from him by this time, and the fact that we haven't leads me to believe that he may not be playing the game square.

Wouldn't it be a good idea to communicate with the American Consulate in Berlin, giving them details of this transaction and asking them to look up Schattner and find out what he has done with our picture?

You will recall that we had two brand new prints made up for him which cost us a great deal of money. Therefore it is certainly worth while going after.

Yours very truly,

Raymond Aldrich

RAK:LY

EXPORT IMPORT

TRANSOCEAN-FILM-CO. G.M.B.H.

LONDON PARIS NEW YORK BERLIN

BANKKONTO: DEUTSCHE BANK BERLIN W 8
POSTSCHECKKONTO: BERLIN NW 7 167005
A B C CODE 5TH ED. · BENTLEY'S CODE · CINEMA CODE
TELEGRAPHIC TRANSOFILM. FERNSPRECHER: Dönhoff 4451.

AEH/EK. BERLIN SW 48 68, Friedrichstrasse 231, Markgrafenstrasse 31. 29th August, 1927.

Messrs. D. W. Griffith Inc.,
1476 Broadway,
New York City, N.Y.

Attention: Miss C. Conway.

Dear Miss Conway,

We have an enquiry from Switzerland (from Mr. Ramseyer) for the second monopoly rights for the films:-

"INTOLERANCE"
"BROKEN BLOSSOMS".

Both these films were played in Switzerland about eight years ago.

We should very much appreciate it if you would send us a short wire as to whether you feel disposed to grant the re-issue for Switzerland, and under what terms and conditions.

With kind regards,

Yours very truly,
TRANSOCEAN FILM CO. G.M.B.H.

A.E.Hübsch.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 114 P. A. TEL. MURRAY HILL 4000

RECEIVED AT 18 W. 44th STREET, NEW YORK, AT STANDARD TIME

AUG 30 1961

FAW31 FRL25

BERLIN 19/14

MLT GREYGRIF

NEWYORK

HAVE ENQUIRY SECOND EXCLUSIVE RIGHTS SWITZERLAND INTOLERANCE BROKENBLOSSOMS CABLE PRICE

TRANSOFILM Intolerance

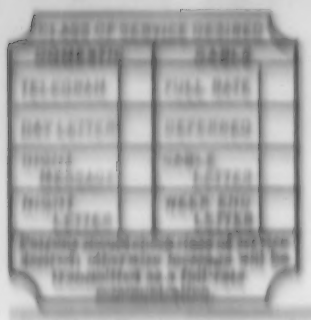
50% of original

TELEPHONE: HANOVER 1811

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin.

Form 1002 A

Charge to the account of D. W. Griffith, Inc. $



WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Aug. 30, 1927

Deferred Rate Cable

Emermity
London

approximate cost print eight hundred dollars Will cable exact cost later Regards

Graygrif

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT
124 HOLLYWOOD BLVD.
GRanite 2480

Handle after the number of words "Night" indicates "Day Letter" or "Night Letter" or "Night Telegram"

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

DEFERRED TIME INDICATED ON THE MESSAGE

4GGS JE 1109AM 41 GLUE

FR NEWYORK NY AUG 30 1927

DAVID W GRIFFITH

CARE RAYMOND KLUNE 1413 CRESCENT HEIGHTS BLVD HOLLYWOOD

WILEYS REPRESENTATIVE HERE WHO BY THE WAY IS EDITOR OF

THE NEWYORKER QUOTES TWENTY FIVE THOUSAND FOR THREE VOLUMES OF

SERIES OF WILD CAT STORIES PLEASE ADVISE IF YOU WANT

ENTIRE SERIES AS WILEY DOES NOT WISH TO SELL SEPARATELY

REGARDS

BANZSAF

UNITED ARTISTS THEATRE CIRCUIT, INC.
And Subsidiary Companies.

ANNUAL STATEMENT

Aug. 31, 1927.

OFFICERS

Joseph M. Schenck, Chairman of the Board & President
Lee Shubert.....Vice-President
Dennis F. O'Brien.....Vice-President
Harry D. Buckley.....Vice-President
Louis Anger.....Vice-President & Gen'l. Manager
Bertram S. Nayfack.....Secretary & Treasurer

DIRECTORS

Louis Anger	Joseph M. Moskowitz	William P. Philips
Harry D. Buckley	Bertram S. Nayfack	Jos. M. Schenck
Nathan Burkan	Dennis F. O'Brien	Lee Shubert

CONSOLIDATED BALANCE SHEET ---

ASSETS

CURRENT ASSETS:		
Cash and call loans.....	$ 605,756.95	
Accrued income Receivable.....	162,209.97	
Accounts Receivable.....	12,909.90	
Short term investments.....	537,745.42	
		$1,318,622.24
THEATRE INVESTMENTS:		
Land (at appraised value); and buildings owned or held under long ground leases and equipment (at cost less depreciation).....	2,515,678.02	
Stocks of affiliated companies, less than 100% owned (at cost)	2,651,780.10	
Deposits pursuant to leases	866,351.24	
		$6,034,009.36
DEFERRED CHARGES.....		138,017.04
		$ 7,490,628.64

-----AUGUST 31, 1927.

LIABILITIES

CURRENT LIABILITIES:

Accounts Payable & accrued items.....	$ 76,726.17	
Preferred dividends (payable 9/15/27 & 12/15/27	140,000.00	
Deferred purchase payments due within 6 months	83,333.32	$ 300,059.49

REAL ESTATE MORTGAGE AND DEFERRED PURCHASE PAYMENTS, due May 1, 1926 to 1942..... 2,461,875.03

CAPITAL STOCK and SURPLUS

7% Cumulative Convertible Preferred Stock - authorized and outstanding 40,000 shares of $100 each (dividends from June 15,1926).....	$ 4,000,000.00	
Common Stock and Surplus (represented by 500,000 shares without par value.....	728,694.12	
		4,728,694.12
		$ 7,490,628.64

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

UNITED ARTISTS THEATRE CIRCUIT, INC.
AND SUBSIDIARY COMPANIES

STATEMENT OF CONSOLIDATED INCOME

For the period from May 22, 1926, (Subsidiary Companies from Respective Dates of Acquisition or Incorporation) to August 31, 1927

Net income for the period (after interest, taxes, provision for depreciation and amortization of deferred charges).....$ 261,765.60

We have made a general audit of the accounts of United Artists Theatre Circuit, Inc. for the period from May 22, 1926, the dated of incorporation, to August 31, 1927, and of the accounts of its subsidiary companies from the respective dates of acquisition or incorporation to August 31, 1927, and

We Hereby Certify that in our opinion the accompanying Consolidated Balance Sheet, August 31, 1927, and Statement of Consolidated Income for the periods ended that date, are correct.

HASKINS & Sells

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Thos. McCarthy, Hartford

Visiting Card

7/9 1927

Noah Beery's Paradise Trout Club and Resort

Gentlemen: Please Receive

Mr. Thos. McCarthy, Hartford and Party

Address: Yes, we got the trout that we did not be disappointed

Introduced by: [illegible]

Office: [illegible] trout about

[illegible] Noah Beery.

D. W. GRIFFITH
MUSEUM OF MODERN ART FILM LIBRARY

100 Washington Ave
Hastings-on-Hudson
Sept. 5 - 1927

Miss Conway -
for Dr. David Wark Griffith -

My dear Miss Conway -

It is a little over two months I have waited to again call to Mr. Griffith's attention - the Film Production "Refraction"

he read them. At the time he was looking for light comedy, and I should not like to overlook it now if his mind had turned to something more serious. For Reputation is high flown mistfulness

You will know, or what you could for it. If that time had come and you persuade him to walk

me —

I stand a very good chance of asking Mr. Carter about who he thought

was Mr. Griffith's son — for he is a neighbor
I note here and come to see me over
some day. I will not forget to tell
you so.

51 E 42nd St. c/o H. Thompson
is an address that will always reach me.

Very sincerely yours —

Reba Thompson —

Reba Thompson

9/6/17

JOHN F. HUTCHINSON, PROP.

The Brunswick Hotel

"ON THE SEA WALL"
OLD ORCHARD
MAINE

Sept. 6, 1917

Dear D. W.

In case we don't meet again here is a final handclasp from one who loves you as a big brother.

Don't quiver for me!

Phil Payne

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

September 6, 1927.

Mr. D.W. Griffith
D.W. Griffith, Inc.
1107 Longacre Building
New York, N.Y.

Dear Mr. Griffith:

In respect to the memory of Mr. Marcus Loew, the offices of this Association will remain closed on the day of his funeral, Thursday, September 8, 1927.

I am,

Sincerely yours,

Will H. Hays

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

September 6, 1927.

Miss G. W. Conway,
% D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

We have your letter of September third, with the enclosed check for $500., which is being credited to the account of the G. & H. Pictures Corporation, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

Signal after the number of words in "Night" indicates Day Letter, "N" or "Night Letter" or "Nite" "Night Telegram"

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DELIVERY NO.

TRANSMISSION INDICATED ON THIS MESSAGE

NA360 23 NITE

1927 SEP 61 PM 8 29

BK HOLLYWOOD CALIF 6

MISS C M CONWAY

CARE D W GRIFFITH INC 1476 BWAY NEWYORK NY

SEND FLOWERS TO FUNERAL OF MARCUS LOEW STOP ADVISE KELLY UNITED ARTISTS OF THIS AS HE WIRE FOR INSTRUCTIONS TO SEND FLOWERS REGARDS

KLUNE.

Funeral

153 WEST 42ND ST.
NEW YORK, N. Y.
BRYANT 0000-0001

September 6, 1927.

Miss Hela Thompson,
150 Washington Avenue,
Hastings-on-the-Hudson, N. Y.

My dear Miss Thompson,

Mr. Griffith has been in California since May. A few weeks ago he started work on the first of the three pictures to be made under the terms of his contract with the United Artists Corporation. The stories have already been decided upon for the next two pictures, so you can judge from this just how long it will be before Mr. Griffith is again in the market for material.

Very truly yours,

September 6, 1927.

Mr. Elmer Pearson,
Pathe, Inc.,
Loew's State Theatre Bldg.,
New York, N. Y.

My dear Mr. Pearson,

In a recent letter Mr. Griffith requested me to convey to you his most sincere thanks for the information you so kindly obtained for him.

Very truly yours,

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

513 FIFTH AVENUE CORNER 43RD STREET,
NEW YORK, N.Y.

#145

September 10, 1927.

Miss C. W. Conway,
% D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Miss Conway:

Thank you for your letter of September 9, enclosing $500. check of D. W. Griffith, Inc. The loan of the G. & H. Pictures Corporation is being credited with this amount, as you request.

Very truly yours,

M. Ray Coffman

M. Ray Coffman
Assistant Secretary

St. Cecile Lodge No. 560, F. & A. M.

CONSTITUTED JUNE 10, 1920
Meets First, Third and Fifth Tuesdays of Each Month at 1:00 o'Clock
RENAISSANCE ROOM, MASONIC HALL
ADDRESS, LOCK BOX 60, 71 WEST 23rd STREET

WILLIAM BOYD TINDLE, Secretary
416 East 146th Street, New York City
Telephone: Mott Haven 0949

New York City, September 10, 1927

Mr. David H. Griffith,

720 Longacre Building,

New York City.

Dear Brother Griffith:-

Enclosed please find your lodge card as a receipt for the twenty dollars you sent by check for your dues. Many thanks.

As it has been quite a long time since we had the pleasure of gr eting you in your lodge I am sure it will be good for sore eyes to have you in oue midst some of these fine days.

With the best of good wishes, I am,

Fraternally yours,

William B. Tindle

PHONE PENNSYLVANIA 7960

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

The largest distributors of quality short subjects

Executive Offices
1501 Broadway

CHARLES F. CATLIN
COUNSEL

NEW YORK, September 12th, 1927.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

As per our telephone conversation I am enclosing herewith copy of the easement agreement between Edgewater Point, Inc. and Westchester Lighting Company and New York Telephone Company together with a proposed subordination agreement which the Westchester Lighting Company prepared to be executed by D.W. Griffith, Inc.

As I understand it, this is the regular procedure followed by the Lighting and Telephone Companies when arranging to instal service, and if, after careful consideration, you agree that it is proper, I should appreciate it if you would have the agreement executed on behalf of D.W. Griffith, Inc. at the earliest date possible. As I explained to you over the telephone, one of the purchasers of lots at Edgewater Point is very anxious to have service by October 1st, and in order to do this it is necessary to have these agreements executed at the earliest date possible. I trust, therefore, that you will give it your preferred attention.

Thanking you, I am,

Yours very truly,

Chas. F. Catlin

P.S. I am also enclosing in triplicate proposed subordination agreement for property purchased by the S.M.H. Corporation.

C.F.C.

CFC:MML

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 114

RECEIVED AT 64 BROAD STREET, NEW YORK, AT D27 SEP 14 AM 5 48 STANDARD TIME

SUMUU

K363 LONDON 10 FA 26

LCO GREYGRIF NEWYORK

HAVE YOU SHIPPED PRINT ORPHANS REGARDS

ENORMITY

TELEPHONE: HANOVER 1811

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin.

Form 1001A

Charge to the account of D. W. GRIFFITH, Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 14, 1927.

Daily Letter

Snermley
London

Total cost print Business nine hundred thirtyseven dollars eightyfour cents Daily money to D W Griffith Incorporated Angeles

Greyvale

Form 1220

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at UNITED ARTIST STUDIO CORP.
PRIVATE WIRE

123 RQ 120 NL

NEWYORK NY SEPT 14 1927

D W GRIFFITH

UNITED ARTISTS STUDIO HOLLYWOOD CALIF

DEAR D W AFTER CAREFULLY ANALIZING FINANCIAL CONDITION UNITED ARTISTS FIND WE ARE CONFRONTED WITH A DEFICIT OF SIX HUNDRED SIXTY SEVEN THOUSAND PART OF WHICH IS REPRESENTED BY A LOAN AT BOWERY AND EAST RIVER NATIONAL BANK WHICH LOAN IS BEING CALLED AND WHICH LOAN IS SECURED BY SUBSCRIPTION OF THE STOCKHOLDERS OF UNITED ARTISTS CORPORATION FOR ONE HUNDRED THOUSAND DOLLARS STOCK EACH STOP WE HAVE TO CALL ON YOU TO PAY BALANCE OF YOUR SUBSCRIPTION WHICH IS SEVENTY THOUSAND DOLLARS STOP I KNOW YOU ARE WILLING AND ANXIOUS TO PAY ONLY QUESTION BEING HOW YOU ARE GOING TO GET THE MONEY STOP WIRE ME SUGGESTION ALSO WIRE ME HOW YOU ARE GETTING ON WITH THE PICTURE BEST REGARDS

JOSEPH M SCHENCK

930AM 15

15.00

20

40,000 = immediately
30,000 = 1st of year

70,000
42,000
30

Dear George Do you personally think this is best thing for us to do this matter I depend on your judgment Will it be acceptable if Inc. Corp. pays $40,000 cash note for $15,000 maturing Feb. 6 another for August absolutely guaranteed by real values also would this be ok with you Picture seems to be getting on very well indeed and good effects and absolutely on schedule

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO. | CASH OR CHG | CHECK | TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

4/14/27

MR JOSEPH M SCHENCK
UNITED ARTISTS CORP
729 SEVENTH AVE
NEW YORK CITY

DEAR JOSEPH DO YOU PERSONALLY THINK PAYMENT SUBSCRIPTION ON STOCK GOOD MOVE I DEPEND ON YOUR JUDGEMENT STOP WILL IT BE ACCEPTABLE IF CORPORATION PAYS THIRTY THOUSAND CASH JANUARY FIFTEENTH AND TEN THOUSAND EVERY FORTY FIVE DAYS THEREAFTER UNPAID BALANCE AT ALL TIME TO BE SECURED BY REISSUE INCOME EAST STOP WILL EXECUTE NOTES ON THIS IF NECESSARY STOP WHAT DO YOU THINK THIS PLAN STOP GETTING ON GREAT WITH PICTURE

BEST REGARDS

D W

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM NO. 114 P. A. TEL. MURRAY HILL 4990

RECEIVED AT 19 W. 44th STREET, NEW YORK, AT SEP 15 1927 STANDARD TIME

FA41 MUU K 212

LONDON 11

LCO MPFR9.65 GREYGRIF NEWYORK

KINDLY CABLE LENGTH ORPHANS PRINT REGARDS

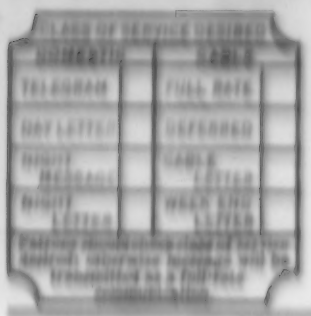
ENGRMITY

TELEPHONE: HANOVER 1811

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin.

Form 1001A

Charge to the account of _____ $ _____



WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept.10, 1927.

Prepaid Radiogram

Smith
London

Eleven thousand seven hundred eight feet Regards

Graypif

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

September 15,1927

Mr.A. H.T. Banshaf,
Bush Terminal Bldg.,
New York City.

Dear Mr.Banshaf:

At a Special Meeting of the Board of Directors of the United Artists Corporation held at the office of the corporation, 729 Seventh Avenue, New York on September 14th, 1927, the Treasurer presented the revised Balance Sheet for the year 1926, in accordance with Price Waterhouse & Co.'s recommendations.

The action of the Treasurer in charging off various uncollectible assets was approved, as was also the Balance Sheet. Copy of same is herewith attached for your information.

The Treasurer stated that for the information of the stockholders he thought it was desirable to have the Consolidated Balance Sheet prepared periodically, showing the activities of the corporation throughout the world.

Upon motion made and duly seconded, the Treasurer was authorized to prepare a Consolidated Balance Sheet of all the activities of the United Artists Corporation as of January 1, 1927, and quarterly thereafter. A copy of tentative Balance Sheet as of January 1,1927 is herewith enclosed for your information.

Very truly yours,

UNITED ARTISTS CORPORATION

Vice-President & Treasurer
Arthur W.Kelly

Encls.
AWK G:S

September 15, 1927.

Mr. William B. Tindle,
St. Cecile Lodge, No. 568, F. & A. M.,
Lock Box 60,
71 West 23rd Street,
New York, N. Y.

Dear Sir,

In reply to your letter of September 10th to Mr. Griffith, I wish to advise that due to the fact that Mr. Griffith is at present in California producing pictures, he is unable to attend lodge meetings.

Very truly yours,

Secretary to Mr. Griffith.

PHONE PENNSYLVANIA 7600

CABLE ADDRESS "EDFILMCORP"

EDUCATIONAL FILM EXCHANGES, INC.

The largest distributors of quality short subjects

Executive Offices
1501 Broadway

CHARLES F. CATLIN
COUNSEL

NEW YORK, September 16th, 1927.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

In further connection with our dealings with the Westchester Lighting Company for putting gas and electricity in at Edgewater Point, I have just received the easement agreement for the gas mains and have also received subordination agreement to be signed by D.W. Griffith, Inc., which I am enclosing herewith. I should appreciate it if you would have both copies executed and returned to me at the earliest date possible.

Yours very truly,

Chas. F. Catlin

CFC:MML

A G R E E M E N T, made this day of in the year 1927, between D. W. GRIFFITH, INC., a corporation organized under the Laws of the State of New York, having its offices located at #1476 Broadway, in the Borough of Manhattan, City, County and State of New York, party of the first part, and WESTCHESTER LIGHTING COMPANY, a corporation organized under the Laws of the State of New York, having its General Offices located at #45 South Broadway, in the City of Yonkers, Westchester County, New York, party of the second part.

W I T N E S S E T H:

That, whereas, a certain agreement covering the laying and maintenance of gas mains in a certain tract of land known as "EDGEWATER POINT", situate in the Village of Mamaroneck, County of Westchester and State of New York, has been entered into under date of 1927, between said Lighting Company and Edgewater Point, Inc., as owner of the property described in the said agreement which is to be delivered and is intended to be recorded simultaneously herewith, reference to which is hereby made as if the same were fully and completely set forth herein; and

WHEREAS, the party of the first part is now the holder and owner by assignment dated December 12th 1925 and recorded in the Office of the Register of the County of Westchester in Liber 2434 of Mortgages at page 370 on the 18th day of December, 1925, of a certain Indenture of Mortgage heretofore executed by D. W. Griffith, Inc., to Motion Picture Capital Corporation, dated August 4th 1925 and recorded in the Office of the Register of the said County in Liber 2383 of Mortgages at page 147 on the 12th day of August, 1925, and constitutes a lien upon the said property.

NOW, THEREFORE, in consideration of the premises and of the covenants contained in the aforesaid agreement on the part of the Westchester Lighting Company and of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, it is by the parties hereto, for themselves and their respective successors and assigns.

A G R E E D, that the aforesaid Mortgage and the lien thereof, shall at all times be subordinate to the said agreement covering the laying and maintenance of gas mains in the tract of land known as "EDGEWATER POINT", situate in the Village of Mamaroneck, County of Westchester and State of New York, as therein referred to and also to the rights, privileges and easement of the party of the second part

thereunder; and that the rights of the party of the second part shall be the same in all respects as though the said easement had been entered into and recorded and the said mains, pipes and other fixtures and apparatus of the party of the second part had been placed and in use thereunder prior to the execution of the said mortgage.

IN WITNESS WHEREOF, the party of the first part and the party of the second part, have caused these presents to be signed by their respective officers and their corporate seals to be hereto affixed the day and year first above written.

D. W. GRIFFITH, INC.,
By,

Attest:-

President.

Secretary.

WESTCHESTER LIGHTING COMPANY
By,

Attest:-

First Vice-president.

Secretary.

STATE OF NEW YORK :
:ss:-
COUNTY OF WESTCHESTER :

On this day of in the year 1927, before me personally came , to me known, who, being by me duly sworn, did depose and say, that he resides in the ; that he is the President of the D. W. GRIFFITH, INC., the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order.

Notary Public, Westchester Co.,N.Y.

STATE OF NEW YORK :
:ss:-
COUNTY OF WESTCHESTER :

On this day of in the year 1927, before me personally came B. W. STILWELL, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Yonkers, New York, that he is First Vice-president of the WESTCHESTER LIGHTING COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, andthat he signed his name thereto by like order.

Notary Public, Westchester Co.,N.Y.

D. W. GRIFFITH, INC.

and

WESTCHESTER LIGHTING CO.

and

NEW YORK TELEPHONE CO.

SUBORDINATION AGREEMENT

Dated 1927.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 114

RECEIVED AT 64 BROAD STREET, NEW YORK, AT 27 SEP 18 PM 9 29 STANDARD TIME

NOTE: 1/2 HAS BEEN PAID FOR A REPLY TO THIS MESSAGE

RADIOLETTER 1186

W376 MCUTA

LONDON RP5.25 68

TWT RP5.25 GREYGRIF NEWYORK

AGREEMENT SIGNED J J MCCARTHY SEPTEMBER THIRTY 1921
STATES FIVE CENTS PER FOOT STOP SURELY SOME MISTAKE
MUST HAVE BEEN MADE IN THE CALCULATION STOP YOUR CABLE
STATED ELEVEN THOUSAND SEVEN HUNDRED EIGHT FEET AMOUNT
SHOULD BE FIVE HUNDRED EIGHTY FIVE DOLLARS FORTY CENTS
AT FIVE CENTS PER FOOT PLEASE CABLE IF I CAN CABLE
YOU THAT AMOUNT FOR THE ORPHANS PRINT REGARDS

ENORMITY

TELEPHONE: HANOVER 1811

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin.

Form 1206

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 19, 1927

Radiogram
Prepaid ship attached

Hamilty
London

Our records show eight cents per foot Send copy any agreement to contrary Regards

Graymir

Form 1206-A

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM	✓	FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Sept. 21,1927

Joseph M.Schenck
United Artists Corp.,
729 7th Ave.,
New York, N.Y.

SENDING LETTER AIR MAIL RELATIVE TO PAYMENT OF STOCK SUBSCRIPTION TWENTY THOUSAND CASH OCTOBER FIFTEENTH BALANCE PAYABLE AT FORTY FIVE DAY INTERVALS IN FULL BY MIDDLE OF NINETEEN TWENTY EIGHT STOP PICTURE GETTING ON GREAT AND IS STILL ON SHOOTING SCHEDULE.
BEST REGARDS

D.W.

D.W.Griffith
Feature Prod.

FIFTH AVENUE PLAYHOUSE
66 FIFTH AVENUE
NEW YORK

PHONE CHELSEA 2110

Office of
MICHAEL MINDLIN

September 21st, 1927.

Miss Conway,
c/o D. W. Griffith,
1476 Broadway,
New York City.

Dear Miss Conway:

I have not heard from you to-date regarding the pictures for the Fifth Avenue Playhouse, about which I spoke to you sometime ago.

Please let me know Griffith's decision in the matter.

Best regards! Enclosed you will find a pass to this theatre.

Sincerely yours,

Jos. R. Fliesler

Jos. R. Fliesler.

JRF/ES

A. MOSCO
ROME (20)
VIA VALERIO N. 22
TELEF. 70828
TELEGRAFI
ROMA A.B.C. 5TH

Roma September 21st 1927.

D.W.GRIFFITH INCORPORATED,
1476 Broadway,
NEW YORK.

Gentlemen:

We have received your letter of August 16 and we are very glad to hear that the print of the film "Orphans of the Storm" is now ready for shipment.

We beg to enclose you herewith a check on the National City Bank of New York for the amount of $ 396.84.-covering the som mentionned in your invoice of August 15th, and we kindly ask you to deliver to Messrs. MASSCE & Co., 115 Broad Street, New York the above named print, with instructions to forward same to us by express Via Naples or Genoa by steamer.

In the meantime we shall be very much obliged to you if your will send at once to the following address: ARTA FILM Calea Mosilor 131, Bucharest, Rumenia, 5 posters of each kind of the film "ORPHANS OF THE STORM", and if there are 24 sheets posters, as we believe, the number to be send must be only of 2, instead of five. The despatch should be done by post as registered printed matter which is the only way to get this advertising material at Bucarest within a reasonable time. You know us since several years ago and we hope that you will send these posters, which we shall pay to you by a check on New York as soon as we will receive your invoice.

Regarding the films "Hearts of the World" and "Broken Blossoms" we hope to be able to go to London very shortly, and as soon as we succeed to screen the pictures, we shall communicate with you.

Awaiting your kind reply, we beg to remain,

Yours very truly,

p.p.A.Mosco,
Constantin Fotino

203 N. 146th St. N.Y.C.
Jerome
3315

Orphans
2-24
1-6
1-3
1-1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

REPORT

BEVERLY BIOLOGICAL LABORATORY

BACTERIOLOGIC, BIOCHEMICAL AND HISTOPATHOLOGIC CONSULTANTS

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BEVERLY HILLS, CALIF.

PHONE CRESTVIEW 6-8272 :: NIGHT CALL ORegon 5-1121

HOURS 8-5 :: BY APPOINTMENT ONLY

To Dr. J. H. Boulter,

Regarding Mr. H. W. Griffith,

Order Complete Rec'd 2-22-27 Report 2-28

URINALYSIS

PHYSICAL

SPECIFIC GRAVITY	1.024
COLOR	amber
APPEARANCE	cloudy (phosphates)
ODOR	ammoniacal
VOLUME	?
SPECIAL	single void

CHEMICAL

REACTION	alkaline
ALBUMEN	none
SUGAR	"
KETONES	"
X INDICAN	2 plus
BILE	none
BLOOD	"
SPECIAL	"

MICROSCOPIC

CASTS	none
PUS CELLS	"
BLOOD CELLS	"
EPITHELIA	normal
CRYSTALS	none
SPECIAL	amorphous phosphates

BY A. I. Bush DATE 2-22-27

COPIES 2 CHARGED TO Griffith FILE NO. 9041

THIS REPORT IS PRESENTED AS A STATEMENT OF THE EXACT LABORATORY FINDINGS OBSERVED IN ANALYSIS OF THE PARTICULAR SPECIMENS INVOLVED HEREWITH; IT IS NOT TO BE CONSTRUED AS A DIAGNOSIS.

+ TRACE, 2 + MODERATE, 3 + LARGE QUANT., 4 + MARKED

102

TELEPHONE [illegible]
TELEGRAPHIC ADDRESS [illegible] LONDON
CABLES: ENCUMBITY LONDON

34-36, LITTLE NEWPORT STREET,
LONDON, W.C. 2.

23rd September, 1927.

Albert L. Grey Esq.,
Messrs. D.W. Griffith, Inc.,
808, Longacre Building,
NEW YORK CITY,
U.S.A.

My dear Albert Grey,

re "ORPHANS OF THE STORM"

I received your cable which read as follows:-

OUR RECORDS SHOW EIGHT CENTS PER FOOT SEND COPY ANY AGREEMENT TO CONTRARY REGARDS.

and I beg to enclose you copy of the original agreement and also copy of the Supplemental agreement. You will see by the agreement that the price is five cents per foot.

If you will be good enough on receipt of this letter to cable me the amount that I should send you, and on receipt of your cable I will immediately cable that amount, and have the Forwarding Company take delivery of the print so that same can be shipped to me in London.

I hope that these few lines will find you and your wife enjoying the best of health, and I hope to have the pleasure of seeing you both in London in the near future.

Please give my kind regards to Mr. Griffith and also to Mr. and Mrs. McCarthy.

With kindest regards to Mrs. Grey and yourself,

Believe me,

Sincerely yours,

E. Werthauer

LAW OFFICES OF
FRANK, WEIL & STRAUSS
100 MADISON AVENUE
CORNER 30TH STREET
NEW YORK CITY

DANIEL P. FRANK
ARTHUR W. WEIL
ALEXANDER L. STRAUSS

September 26th, 1927.

Albert H. T. Banshaf, Esq.
130 West 42nd Street
New York City

RE: WAY DOWN EAST

Dear Mr. Banshaf -

I am writing to you as I understand you represent D.W.Griffith.

The original copyright in the play "Way Down East" expired July 27th, 1927. Copyright has been renewed by our client Lottie Blair Parker and this will serve as notice that any continued showing of the picture "Way Down East" is an infringement of her rights.

I shall be pleased to hear from you as to whether or not an amicable disposition cannot be made with reference to the situation.

I have thought it a more friendly method of approach to take this up with you in the first instant rather than with United Artists.

Will you kindly let me hear from you.

Yours very truly,

Arthur W. Weil

AWW:CP

September 29th 1927.

Mr. Raymond Eluns,
c/o United Artists Studio,
Hollywood, California.

Dear Mr. Eluns:

The within enclosed correspondence will give you a slight shock but since it is not serious you should steel yourself against any undue resulting aggravation which this certainly will engender. You will note by the letter of September 26th Arthur W. Well one of the leading, if not the leading copyright authority in the country who represents Lottie Blair Parker, claims that our rights to "WAY DOWN EAST" expired with the original term of copyright which ended July, 1927, and that since she has renewed her right for her own benefit that we have no further rights to exhibit the picture.

The stand taken by her and her attorney is predicated upon two propositions -

1. That Brady was guilty of fraud when he got her to consent to the original sale of the motion picture rights of WAY DOWN EAST and to the consent of giving the renewal rights to Mr. Griffith in that Brady did not correctly represent to her the amount the Griffith Company paid for such rights and further that those rights were obtained from her without any consideration passing to her.

2. This contention is based upon a highly technical interpretation of the Copyright Law. The original Act of Congress gave to the author the sole right of renewing the copyright. In other words, the Act does not recognize any assignee of the original copyright owner to apply for a renewal of copyright and the only right to renew recognized by the Statute is that of the original copyright author, be he or she living at the time of the right to renew, which only becomes a right in the last year of the original twenty-eight year copyright term. The leading copyright experts and decisions by the Courts asafar as they have interpreted this right all agree that the right absolutely belongs to the original copyright author and he or she only can apply for a renewal, except in case of such authoris prior death, in which event the executor or administrator may apply for the benefit of the heirs and next of kin.

There is some question, however, but it has apparently never been finally judicially determined whether or not an author who has sold his copyright rights to original production and has by said agreement or separate agreement assigned the rights to

MUSEUM OF MODERN ART FILM LIBRARY

renewal of copyright to such purchaser, whether such assignment is in law valid. It may of course be ratified by the author renewing the copyright in her or his name and then confirming the assignment already made, but should the author refuse to renew or should she renew and refuse to confirm or ratify the original assignment it is doubtful whether such renewal right is vested in the original assignee. Of course, in the event of the author's refusal to renew then the rights are in the public domain, but where the author does renew and refuses to confirm or ratify the original assignment of the renewal rights it is doubtful whether or not the original purchaser has any rights whatsoever after the expiration of the original copyright term. This at "snap judgment" seems to be absurd, and apparently an injustice, but the purpose of Congress in giving the author the right of renewal had its inception in an attempt by Congress to protect the author from dissipating and forever forfeiting his rights to the story. The right of renewal was regarded as purely a gift from Congress to the author, which gift the author cannot, in the minds of some authorities and which apparently was the intent of Congress at the time of passing the Act, dispose of by assignment, even though he could dispose of and Congress gave him the right to dispose of the part or the entire period of the copyright term, viz. 28 years. The right to renew is regarding in the nature of a spendthrift trust created by law in order to take care of the spendthrift against any acts of his own.

You undoubtedly will be mystified and shocked by such an interpretation of the law but such is the case and it is one of the things that the Law Committee of the Hays Association, especialllly the committee in charge of copyrights, is trying to have remedied and clarified in order that there may be no question as to the rights of the author to assign his right of renewal before such right has its birth.

I have had a conference with Mr. Weil, whom I know fairly well, and he is in sympathy with our contention that we bought and paid for these rights, including the right of renewal in good faith and paid exceedingly well therefor. He, however, has proposed what in this particular case would seem to me to be a reasonable settlement of a possibly long drawn out, expensive action, which I firmly belive we would be successful in winning but which would on the other hand cost us considerable sums of money by way of attorneys' fees and other expenses, loss of time in reissuing the picture and other possible evil effects, his offer of settlement being $1250., and which I believe I can shade to approximately $850. Weil states that he has no quarrel with the Griffith organization but that he is after Brady and will undoubtedly proceed against Brady in due course for damages in case Brady collects any royalties or puts the play on in stock or otherwise, since the renewal period. He also states that he wishes in good faith to assist me in arriving at a settlement and you can take this statement for what it is worth. I am not kidding myself, but do however believe that because of Weil's connection as counsel for some of the leading firms in the industry he is not anxious to have this highly technical side of the case reviewed by the courts in advance of any possible chance of having the Copyright Law amended in order to clarify this situation since it might upset the applecart for him where he is on the other side of the fence, which would be

our side and the side in which his large clients are usually on.

I have not shown Weil's letter to Burman or told him of my conference with Weil since Burman would recommend fighting, but since Burman has already charged us $500. for correcting a record which he originally took care of I deem it is far wiser to make a settlement if possible at less than $1,000. and thus have a clean slate rather than to consider litigation, where undoubtedly the original retainer for attorneys' fees would be at least $500. to begin with and Lord only knows what it would end with. I dislike to mention lawyers' characteristics regarding fees, but Lord knows they must live and it is large and technical issues of this kind which is the sunshine for the harvest.

I am enclosing the said correspondence with Burman, having anticipated that this proposition would arise through a friendly tip and although I believe we are as firmly entrenched as we could possibly be under the present interpretation of the law I still believe and urgently recommend that we take the surest and cheapest course----settlement.

Sorry to bore you with this long-winded exposition, however it seems to be necessary, and I trust that you will not be unduly incensed over what looks like a holdup.

Very truly yours,

P.S. Be sure to remail to me the enclosures since they are my originals and I have no copies thereof.

A.H.T.B.

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A G R E E M E N T, made this 30th day of September, in the year 1927, between D. W. GRIFFITH, INC., a corporation organized under the Laws of the State of Maryland having its Offices located at #1476 Broadway, in the Borough of Manhattan, City, County and State of New York, party of the first part, and WESTCHESTER LIGHTING COMPANY (having its General Offices located at #46 South Broadway, in the City of Yonkers, Westchester County, New York) and NEW YORK TELEPHONE COMPANY (having its Principal Offices located at #15 Dey Street, in the Borough of Manhattan, City, County and State of New York) both corporations of the State of New York, parties of the second part.

W I T N E S S E T H :

That, whereas, a certain agreement covering the erection and maintenance of electric and telephone lines in a certain tract of land known as "EDGEWATER SHORES", situate in the Town and Village of Mamaroneck, in the County of Westchester and State of New York, has been entered into under date of 1927, between said Lighting and Telephone Companies and S. M. H. CORPORATION, as owner of the property described in the said agreement which is to be delivered and is intended to be recorded simultaneously herewith, reference to which is hereby made as if the same were fully and completely set forth herein; and

WHEREAS, the party of the first part is now the holder and owner of a certain Indenture of Mortgage executed by S. M. H. CORP. to D. W. GRIFFITH, INC., dated February 1st, 1926 and recorded in the Office of the Register of the County of Westchester in Liber 2459 of Mortgages at page 61 on the 4th day of February, 1926, and constitutes a lien upon the said property.

NOW, THEREFORE, in consideration of the premises and of the covenants contained in the aforesaid agreement on the part of the Westchester Lighting and New York Telephone Companies and of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged it is by the parties hereto, for themselves and their respective successors and assigns.

A G R E E D, that the aforesaid mortgage and the lien thereof shall at all times be subordinate to the said agreement covering the erection and maintenance of electric and telephone lines in the property known as "EDGEWATER SHORES", situate in the Town and Village of Mamaroneck, in the County of Westchester and State of New York, as therein referred to and also to the rights, privileges and easement of the parties of the second part thereunder; and that the rights of the parties of the second part shall be the same in all respects as though the said agreement had been entered into and recorded and said poles, wires, cables and other fixtures and apparatus of the parties of the second part had been placed and in use thereunder prior to the execution of the said mortgage.

IN WITNESS WHEREOF, the party of the first part and the parties of the second part, have caused these presents to be signed in their respective corporate names and their corporate seals to be hereto affixed by their duly authorized officers, the day and year first above written.

D. W. GRIFFITH, INC.,
By,

D W Griffith
President.

Attest:-

Albert E. Brewster
Secretary.

WESTCHESTER LIGHTING COMPANY
By,

First Vice-president.

Attest:-

Secretary.

NEW YORK TELEPHONE COMPANY
By,

Attest:-

STATE OF CALIFORNIA
County of Los Angeles } ss:

(Ch. 9:1

L. E. M. LAMPTON, County Clerk and Clerk of the Superior Court of the State of California, in and for said County, the same being a Court of record of the aforesaid County, having by law a seal, do hereby certify that

C. M. Bernberger

whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn and residing in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; that the impression of his official seal is not required by law to be filed in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached certificate is his genuine signature, and further that the annexed instrument is executed and acknowledged according to the laws of the State of California.

IN Witness Whereof, I have hereunto set my hand and affixed my official seal this 3 day of Sept, 19

L. E. LAMPTON,
County Clerk and Clerk of the Superior Court
of Los Angeles County, State of California.

By W. C. Shepherd, Deputy.

Chap. 9

STATE OF CALIFORNIA :
:ss:-
COUNTY OF Los Angeles :

On this 23rd day of August in the year 1927 before me personally came [illegible] to me known, who, being by me duly sworn, did depose and say that he resides in Los Angeles California ; that he is the President of the D. V. STILWELL, INC., the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said Corporation and that he signed his name thereto by like order.

[illegible]
Notary Public, Co., N.Y.

Notary Public in and for the County of Los Angeles, State of California

STATE OF NEW YORK :
:ss:-
COUNTY OF WESTCHESTER :

On this day of in the year 1927 before me personally came D. V. STILWELL, to me known, who, being by me duly sworn, did depose and say that he resided in the City of Yonkers, New York, that he is First Vice-President of the WESTCHESTER LIGHTING COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order.

Notary Public, Westchester County, N. Y.

STATE OF NEW YORK :
:ss:-
COUNTY OF WESTCHESTER :

On this day of in the year 1927 before me personally came to me known, who, being by me duly sworn, did depose and say that he resided in the ; that he is the of the NEW YORK TELEPHONE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board ofDirectors of the said corporation and that he signed his name thereto by like order.

Notary Public, Westchester County, N. Y.

D. W. GRIFFITH, INC.

and

WESTCHESTER LIGHTING CO.

and

NEW YORK TELEPHONE CO.

SUBORDINATION AGREEMENT

Dated 1927.

Charge to the account of D. W. Griffith, Inc. Form 1002 A

$

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Oct. 5, 1927.

Mr. Benj. Turner
c/o Matthews Undertaking Parlor,
253 Lenox Avenue,
New York, N. Y.

Please accept my deepest sympathy in your bereavement

D. W. Griffith.

United Artists Corporation
729 Seventh Avenue
New York

Chairman
of the
Board of Directors

Oct 3,1927

Dear D. W.:

Our poor late and lamented Hiram Abrams, always was a man of misinformation, and having been an excellent salesman - that is all- he always was in the habit of making promises that he never could fulfill, nor ever had any intention of fulfilling, as he did not have the authority of fulfilling the promises he made to you. He has made a great many promises to me on the strength of which I have given him about $50,000. for some theatres that he owned in Evanston, Ill. He had some money invested in these theatres and as soon as my money went in, on the strength of his promises, he took his money out of my investment, and left me high and dry. I do not mean to say that Hiram was a bad sort of a fellow, but he was so hopelessly involved and needed money so badly on account of his gambling losses, that a promise more or less meant nothing to him. Furthermore, he had no business responsibility and advice meant nothing. He was an optimist and thought he could get millions on any picture - that is why he advised you to buy back THE LOVE FLOWER and BROKEN BLOSSOMS.

I hope you believe that I am deeply concerned in your best interest and would not do anything to embarrass you. In calling for this subscription I am doing it for the best interest of the United Artists Corporation, of which you are a stockholder. It is acceptable to me that you pay your subscription as outlined in your letter of September 23rd, and I am quite sure it will be acceptable to the corporation.

Do not worry about the sale of the picture, because wherever we are selling we are getting a price commensurate with the picture being a great one, and we are not accepting any mediocre prices.

When you have a chance write me a long letter and tell me about everything on the Coast. I am sure you are getting capable cooperation from my organization in the studio. If I am wrong, please let me know. Having gotten into the habit of seeing you, Mary and Doug daily, I miss the three of you very much, and I shall get back to the Coast just as quickly as I Possibly can.

With sincere regards,

Cordially,

Joe Schenck

Mr. D.W. Griffith,
United Artists Studios,
Hollywood, Cal.

JMS:FG

Telephone Bryant 4177

BENEFIT PERFORMANCE

IN AID OF

The Christy Mathewson Memorial Club

OF SARANAC LAKE, N. Y.

The only recreational center for the tubercular in Saranac Lake

Committee Headquarters, SUITE 821, 1476 BROADWAY, NEW YORK CITY

COMMITTEE

ALEXANDER NELSON, *Chairman*

EDWARD W. CADY, *Jr.*
Secretary, Adirondack Civic League

FREDERICK TOOMBS
Deputy Attorney General, Treasurer

Colonel THEODORE ROOSEVELT

ROBERT E. CONDON
Chairman of Board of Directors, Junior Board of Trade

New York's Sensational Musical Hit

"ALLEZ OOP"

EARL CARROLL THEATRE

Monday Evening, November 7th

October 5, 1927

Mr. D. W. Griffith
1476 Broadway
New York, N. Y.

Dear Mr. Griffith:

Confirming our telephone conversation, we are enclosingyou two patron tickets which you so generously promised to take in behalf of the Christy Mathewson Memorial Club benefit at a cost of $50.00.

We wish to thank you for your great kindness.

Kindly make check payable to Frederick Toombs, Treasurer, and mail same to the Christy Mathewson Memorial Club Committee Headquarters, room 821-1476 Broadway, New York, N. Y.

Cordially yours,

Frederick Toombs

Frederick Toombs, Treasurer.

MAKE ALL CHECKS PAYABLE TO FREDERICK TOOMBS, *Treasurer*

Form 1094A

Charge to the account of D. W. Griffith Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Oct. 4, 1927

Deferred Cable

Emarnity
London

Cable five hundred eightysix dollars sixty cents Regards

Greygrix

Phone GRanite 9111

89

D. W. GRIFFITH PRODUCTIONS

UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

October 4th
1927

Mr. A.H.T.Banzhaf,
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Banzhaf:

I have received this morning your letter of Sept. 29th in regard to the "Way Down East" copyright matter.

You predicted that the matter would give me a slight shock. I must admit though that it was actually a severe jolt, because in my own mind I have counted that "Way Down East" re-issue money so many times that the possibility of our not getting it would be fatal to all of us, I am afraid. However, after going over the papers which you sent me, carefully, particularly the letter in which Mrs. Parker confirms the absolute and exclusive sale of the rights of "Way Down East" to Mr. Griffith, I do not see how she or anyone else could now claim such rights have expired. Nevertheless, it is a matter that should not be hesitated in for the sake of a few hundred dollars. Even though I do not think it is absolutely necessary for us to make a settlement with these people, I do think that it is most wise to do so. Therefore I suggest your plan to settle be carried out.

I have not taken this matter up with Mr. Griffith for the reason that I cannot see that it will help anyone or anything. On the other hand, it may upset him. Nor have I spoken to Mr. Epping about it for the same reason. Neither one of them would go into it carefully enough to deduce the correct condition.

As soon as you have arranged a settlement, if you will advise me as to the amount of the same, I will instruct Miss Conway to pay it. Incidentally, as long as this matter is being settled satisfactorily and the title to the motion picture rights of "Way Down East" remains with us absolutely, I do not think it wise to mention anything about this matter, including the settlement, to Mr. Epping or Mr. Griffith.

Incidentally, in this case are we not the innocent outsider, and is not Mrs. Parker's claim against Mr. Brady instead of us, in view of her contention that Brady did not correctly

present to her the amount the Griffith Company paid to him for such rights?

I am returning herewith all of the papers in connection with this matter, as you requested.

Very truly yours,

Raymond A. Heim

RAH:LY

WESTERN UNION

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 5,1927

Mr. J.M.Schenk
United Artists Corp.,
729 7th Ave.,
New York, N.Y.

IS METHOD OF HANDLING PREFERRED STOCK SUBSCRIPTION OUTLINED IN MR. GRIFFITHS LETTER OF SEPTEMBER TWENTY THIRD SATISFACTORY. ANSWER. REGARDS.

R.A.Plune

D.W.Griffith
Feature Prod.
/1100

October 5, 1947.

Dear Ray,

Yesterday a Mr. Frederick Tooms (who is a Deputy Attorney General), called here at the office in regard to Mr. Griffith taking two tickets at $25.00 each for a benefit to be given November 7th for the Christy Mathewson Memorial Clubat Darmuma Lake. As is my usual procedure in matters of this kind, I very firmly, but kindly, told the gentleman that our entire (?) staff is at present in California, we have no appropriation here for such things, etc. etc. and felt that we were unable to take the tickets this year, etc. etc. However, the gentleman just as firmly and kindly informed me that Mr. Lloyd had taken two such tickets last year for the same benefit, and that he knew if I communicated with Mr. Lloyd that it would be O. K. He also said that "he knows D.W. quite well". Thus, I am writing, but not recommending. However, one never knows the way the wind blows in cases of this sort, so will you ask Lloyd and let me know. I can find no record of taking these tickets last year, but I didn't look very hard or far.

Sincerely,

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 6,1927

Joseph M.Schenck
United Artists Corp.,
729 7th Ave.,
New York, N.Y.

DEAR JOSEPH:
UNDERSTAND SELIGMAN AND COMPANY ARE GOING TO DISPOSE OF ONE HUNDRED THOUSAND SHARES UNITED ARTISTS THEATER COMMON STOCK TO RICE COMPANY AT TEN DOLLARS PER SHARE WHO IN TURN WILL DISTRIBUTE AT FIFTEEN PER SHARE STOP IS ANY OF THIS AVAILABLE FOR ME AT THE ORIGINAL ISSUING PRICE IF NOT WOULD IT BE POSSIBLE TO ACQUIRE ABOUT THREE OR FOUR THOUSAND SHARES AT TEN DOLLARS OR LESS UNDERSTAND AND BELIEVE THIS WILL BE GREAT PROPOSITION. PLEASE WIRE IMMEDIATELY. BEST WISHES.

D.W.

D.W.Griffith
Feature Prod.
f1100

CROMWELL, REID & CO. Inc.
INSURANCE

TELEPHONES MURRAY HILL [illegible]

CABLE ADDRESS [illegible]

51 East 42nd Street
VANDERBILT BLDG
New York

October 6th, 1927.

Miss G. N. Conway,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Miss Conway:-

After some consideration of the question of the employees that Mr. Griffith may have in California, we felt it was a more advisable procedure to issue a separate Compensation policy covering in the state of California.

The New York Compensation arrangement is that if an employee is injured in another state and then brings his action in New York, it is covered under the policy.

However, where an employee is injured in, say, California, and brings his action under the Compensation Law, the New York Compensation policy does not cover.

Therefore, we have felt it advisable to issue a policy covering the compensation aspect in the event that the employees you know of, or some others that may be suddenly taken on without your knowledge, were injured, they would be covered.

The cost of this being nominal, we feel that you will agree with our views and are enclosing the policy herewith.

Very truly yours,

CROMWELL, REID AND CO., INC.

By: C J Reid Vice President

CJR:MS

Form 1114

BY DIRECT WIRE FROM

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

SYMBOLS

DLR	Day Letter
NLT	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

73 SA 76 DLUS

XD NEWYORK NY 1156AM OCT 7 1927

D W GRIFFITH

HOLLYWOOD CALIF

YOU DO NOT NEED TO BUY UNITED ARTISTS THEATRE STOCK NOW AS YOU WOULD HAVE TO PAY FIFTEEN DOLLARS PER SHARE STOP I WILL GIVE YOU AN OPTION OF THREE THOUSAND SHARES WHICH YOU CAN BUY IN THREE MONTHS IF YOU WANT TO AND YOU DONT HAVE TO BUY IF DONT WANT TO AT TEN DOLLARS PER SHARE THAT IS WHAT I THINK OF YOU STOP I AM SURE IT WILL BE A GREAT PROPOSITION REGARDS

JOSEPH M SCHENCK

1156AM

Option expires Jan 7.

Dear Joseph I accept with most grateful offer — & a ~~check~~ [illegible] — but I feel of course I can have nothing on position from 8 to 11 after receiving, when I am going to begin doing night work and wishes are more determined to put me all sweat possible to put over the jobs you had I have got for your sake in the position as every.

MUSEUM OF MODERN ART FILM LIBRARY
JOSEPH CORNELL COLLECTION

GANSHAF & PEMBLETON
COUNSELLORS AT LAW
NEW YORK

October 7th 1927.

Mr. David W. Griffith,
c/o United Artists Studio,
Hollywood, California.

Dear Mr. Griffith:

I again have to annoy you about my personal finances. You will remember that at the time the Famous Players settlement was consummated you had the Griffith Company pay me $1,000. on account of arrears of $50. a week, which I have not been receiving from the Griffith Company on account of lack of funds for practically three years last past, and it was understood on my part that as soon as the new contracts were signed the payments of the current $50. per week would be resumed, again making my regular salary $250. per week instead of $200. and a credit. I have been struggling in order to try and pay off loans which I made from the bank last year because of my cash condition and I am having serious trouble in keeping up with current expenses let alone liquidating past bank loans.

I would therefore appreciate it if you would instruct Mr. Klune to pay me the extra $50. per week instead of carrying it as a credit in order that I may take care of my obligations.

I am not personally extravagant and the only financial folly that I am guilty of since the Uebelmesser fiasco is my heavy office expenses, but the lease was made at a time when everything looked very rosey for the Griffith Corporation. However, this is my funeral and I am the chief mourner.

Another extravagance I have is the heavy insurance I carry for the benefit of my family and I hope to be able to keep it up until such time that I pass out or my children are able to take care of themselves. I have no personal vices because I am too poor.

Sorry to annoy you with this whining letter but Lord knows, necessity knows no dignity. Unfortunately since you signed the Schenck contract I am afraid you feel that you might have done better elsewhere and that you hold me responsible for your present contractual relationship. I can only hope that time will tell and that fate may decree that it was the best move you could have made. Schenck told me the other day that you were the finest man to work with and that you showed much fairer business judgment than all the others. He is very well pleased with your fine spirit of co-operation and I trust it is mutual.

Please do not throw this letter in the waste basket before showing it to Klune about the $50., from now on at least, as the past $50. per week can be taken care of at a later date.

With kindest regards and best wishes, I remain

Very truly yours,

Albert T. Burzyk

AHTB:GDM

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LAW OFFICES OF
HARRIS & TOWNE
61 BROADWAY, NEW YORK
TELEPHONE BOWLING GREEN

PAUL R. TOWNE
RICHARD H. WEINTRAUB
J. F. VON STEINBERGER
WESLEY M. MENENDEZ
HENRY W. GUTHRIE, JR.

October 10, 1927.

Banzhaf & Pembleton, Esqs.,
130 West 42nd Street,
New York City.

ATTENTION OF MR. BANZHOF

Re: Edgewater Tripp Closing

Dear Mr. Banzhaf:

The amended map of Edgewater Point was completed the end of last week and I have prepared a description of four plots which are under contract of sale, and which closing will take place on Wednesday, the 19th inst. at this office.

Will you kindly have release under the mortgage executed and presented at the closing and if it is necessary to send the instrument to the coast for execution, would you be so kind as to send the same and have it returned by air mail, and we will pay the additional expenses necessary. If this office, in any way, can be of any assistance to you so that you would not have to attend the closing, we will be very glad to accept the responsibility and guarantee you the check for the amount provided in the release.

Thanking you for your courtesies,

Very truly yours,
HARRIS & TOWNE
per Wesley M. Menendez

WMM:JMCG

STATUTORY FORM B.
Statutory Form of Mortgage.
Section 258 of the Tax Law as amended.
Section 9 of Stockholders' Corporations.
Section 12 of Corporations.

Julius Blumberg, Inc. Stock Publishers
62 Beaver Street, New York

This Indenture,

made the *day of* October *, nineteen hundred and twenty* -seven

Between D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, having its office at 1476 Broadway, City and State of New York

, party of the first part,

and EDGEWATER POINT, INC., a New York Corporation, having its principal office in the Village of Mamaroneck, Westchester County, New New York

, party of the second part,

Whereas, said EDGEWATER POINT, INC.,

by indenture of mortgage, bearing date the 4th *day of* August *nineteen hundred and* twenty-five *, recorded in the office of the* Register *of the County of* Westchester *, in liber* 2585 *of mortgages, of Section* *, page* 147 *, on the* 12th *day of* August *, nineteen hundred and* twenty-five *, for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto* D. W. GRIFFITH, INCORPORATED, said party of the first part

And Whereas, *the party of the first part, at the request of the party of the second part, has agreed to give up and surrender the lands hereinafter described unto the party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage,*

Now this Indenture Witnesseth, *that the party of the first part, in pursuance of said agreement, and in consideration of*

Dollars, lawful money of the United States,

paid by the party of the second part, does grant, release and quitclaim unto the party of the second part, all that part of said mortgaged lands described as follows: All that certain lot, plot, piece or parcel of land known as lots 61, 62, 63 64 as shown on a certain map entitled "Subdivision Map of Edgewater

Point in the Village of Mamaroneck, Westchester County, New York," as made by A. J. Foote, Civil Engineer and Surveyor, June 30, 1926 and filed in the Office of the Register of Westchester County July 8, 1926, as Map Number 2019 and more particularly described as follows:

Beginning at a point on the westerly side of Flagler Drive feet of the Northeasterly corner of the property herein described (shown on an Amended Map of Lots 64, 65 and Lot 110) N14°-21'-20" W Five (5.0) feet to a point; thence to the right on a curve not tangent to the preceding course and having a radius of One hundred seventy-three (173) feet and a length of One Hundred Forty-eight and twenty-six one hundredths (148.26) feet to a point of reverse curve, thence continuing to the right on said reverse curve having a radius of Two Hundred twenty-eight and sixty-nine one hundredths (228.69) feet and a length of sixty and nineteen one hundredths (60.19) feet to a point, said point being the southeasterly corner of the property herein described; thence N04°-55'-20"W along the boundary line between lots 60 and 61 a distance of Two hundred three and sixty-nine one hundredths (203.69) feet to a point on the Southwesterly corner of the herein described property; thence N0°-29'W One Hundred eighty-six and ninety-two one hundredths (186.92) feet to a point; thence N02°-38'-40"W Thirty-one (31.0) feet to a point on the Northwesterly corner of the herein described property; thence S76°-42'-20"E along the boundary line between lots 64 and 6b (as shown on aforementioned Amended Map) One Hundred fifty-seven and ninety-four one hundredths (157.94) feet to the point or place of beginning. Be the said several dimensions more or less.

X TOGETHER with all the right, title and interest of the party of the first part of, in and to so much of the sea-wall which runs along the rear or westerly line of the premises hereby conveyed, together with the land upon which said sea-wall is erected and together with any other upland which may lie between the said premises and the land under water adjoining the same.

TOGETHER with all the right, title and interest of the party of the first part of, in and to the land under water between the premises hereinbefore described and the approximate line of the New York State Water Grant as shown on said map and between the northerly and southerly lines of the said premises if the same were extended westerly in a straight line to the line of said water grant.

The party of the first part further releases from the lien of said mortgage the right to use any highway shown on said map for usual street purposes but retains under the lien of said mortgage the land in the bed of any such highway.

Together *with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the party of the first part, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from said mortgage, and that the rest of the land in said mortgage specified may remain to the party of the first part as heretofore,*

To Have and to Hold *the lands and premises hereby released and conveyed to the party of the second part,* its successors *and assigns, to* its *and their own proper use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.*

In Witness Whereof, *the party of the first part* has caused these presents to be signed by its duly authorised officers and its corporate seal to be hereunto affixed by order of its Board of Directors the day and year first above written.

In presence of

D. W. GRIFFITH, INCORPORATED

By D W Griffith

President.

Secretary

State of }
County of } ss.:

On the day of , nineteen hundred and before me came , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides in

that he knows to be the individual described in, and who executed the foregoing instrument; that he, said subscribing witness, was present, and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

State of
County of } ss.:

On the day of , nineteen hundred and twenty ,
before me came

to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

State of CALIFORNIA
County of LOS ANGELES } ss.:

On the 26th day of October , nineteen hundred and twenty-seven
before me came D. H. GRIFFITH
to me known, who, being by me duly sworn, did depose and say that he resides in Los Angeles, Cal.,
that he is the President of D. H. GRIFFITH, Incorporated
the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

W D McClure

Reserve this space for use of Recording Office

D. H. GRIFFITH, INCORPORATED

C2

ADDRESS BOLE, INC.

Release,

PART OF MORTGAGED PREMISES.

Dated, CLOSED *192* 7

The land affected by the within instrument lies in Section *in Block* *on the Land Map of*

Record and return to

DESCRIPTION OF LOTS 61 - 62 - 63 - 64 - EDGEWATER POINT

All that certain lot, plot, piece or parcel of land known as Lots 61, 62, 63, 64 as shown on a certain Map entitled "Subdivision Map of Edgewater Point in the Village of Mamaroneck, Westchester County, New York," as made by A. J. Foote, Civil Engineer and Surveyor, June 30, 1926 and filed in the Office of the Register of Westchester County July 2, 1926 as Map Number 3013 and more particularly described as follows:

Beginning at a point on the Westerly side of Flagler Drive West or the Northeasterly corner of the property herein described (shown on an Amended Map of lots 64, 65 and lot 110) S14°-51'-30"W Five (5.0) feet to a point; thence to the right on a curve not tangent to the preceding course and having a radius of One hundred seventy-three (173) feet and a length of One hundred fourty-eight and twenty-six one hundredths (148.26) feet to a point of reverse curve thence continuing to the right on said reverse curve having a radius of Two hundred twenty-eight and sixty-nine one hundredths (228.69) feet and a length of sixty and nineteen one hundredths (60.19) feet to a point, said point being the Southeasterly corner of the property herein described; thence N84°-55'-50"W along the boundary line between lots 60 and 61 a distance of Two hundred three and sixty-nine one hundredths (203.69) feet to a point on the Southwesterly corner of the herein described property; thence N0°-29'W One hundred eighty-six and ninety-two one hundredths (186.92) feet to a point; thence N02°-38'-40"W Thirty-one (31.0) feet to a point on the Northwesterly corner of the herein described property; thence S76°-42'-20"E along the boundary line between lots 64 and 65 (as shown on aforementioned Amended Map) One hundred fifty-seven and ninety-four one hundredths (157.94) feet to the point or place of beginning. Be the said several dimensions more or less.

Add x

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. HORNER
M. L. MALEVINSKY
ARTHUR T. DRISCOLL
RICHARD J. MORGAT
ARTHUR B. WALSH
EDWARD S. RAFFERT
BENJAMIN PERPER
LELAND T. ATHERTON
EDWARD J. SLAMES
CHARLES H. BENN

IN RE

NOTICE IS HEREBY GIVEN that a special meeting of the stockholders of the UNITED ARTISTS CORPORATION will be held at the office of the Company, No. 729 Seventh Avenue, in the Borough of Manhattan, City of New York, on the 24th day of October, 1927, at 4.00 o'clock in the afternoon for the purpose of considering an amendment to the Certificate of Incorporation, increasing the total authorized capital stock of the Corporation to 18,000 (Eighteen thousand) shares, of which 9000 (Nine Thousand) shares shall be preferred shares, with a par value of ONE HUNDRED ($100) DOLLARS per share, and for the transaction of such other business as may properly come before the meeting.

Dated, New York, October 14, 1927.

Albert H. T. Banzhaf

ALBERT H. T. BANZHAF,
Secretary.

TO:

D. W. GRIFFITH, INC.

October 17th 1927.

Mr. Raymond Kluna,
c/o United Artists Studio,
Hollywood, California.

Dear Mr. Kluna:

I am enclosing herewith request received today from Captain O'Brien's office to have the within Power of Attorney signed and re-mailed in time for the Stockholders' meeting relative to authorizing the increase of the capital stock of the Corporation for the purpose of taking in Goldwyn and Swanson.

Will you kindly therefore have this executed and returned to me at once.

Very truly yours,

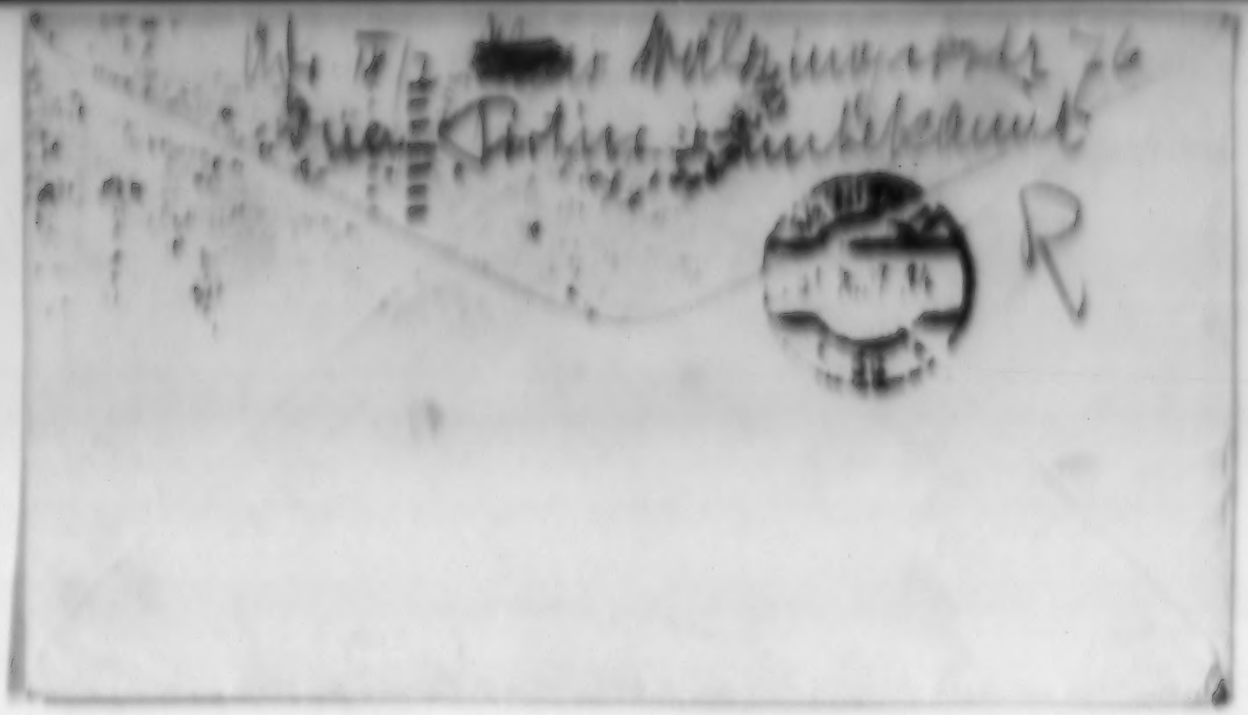
AHTB:GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Baggins & Pendleton
Counsellors at Law
Bird Terminal Building
100 West 42nd Street
New York

Dr. Ada Schattner,
[redacted]
Vienna, Austria.

Airmail


R

ALBERT H. T. BANGHART
JOHN R. PEMBLETON

BANGHART & PEMBLETON
COUNSELLORS AT LAW
BUSH TERMINAL BUILDING
130 WEST 42ND STREET
NEW YORK

TELEPHONE
WISCONSIN 7-[illegible]
CABLE ADDRESS
"BEMBAN"

October 18, 1927

Dr. Ana Schattner,
Wahringestrasse 76,
Vienna, Austria.

Dear Sir,

Referring to the agreement of March 9, 1927 between D. W. Griffith, Incorporated and yourself for certain rights to distribution of the motion picture "ISN'T LIFE WONDERFUL," I am advised by my client that they have not received any reports or other information as called for by the aforesaid contract.

Furthermore, in pursuance of Article "Ninth", of the said agreement, they have received no information that the picture has been released in any of the countries specified in the said agreement.

We must insist upon receiving from you by return mail a full report of your activities in connection with the exploitation of this picture, failing which we shall be compelled to cancel the contract by reson of your breach of the terms of the same. If this should become necessary, we expect that we will take the matter up through the United Artists' office in Germany or through our associates the Universum Film, A. G.

Yours very truly,

Albert H T Banghart

RCR KM

October 10th 1927.

Mr. Emil Jannings,
7367 Hollywood Blvd.,
Hollywood, California.

Dear Mr. Jannings:

I am taking the liberty of sending you herewith the enclosed clipping which portrays a bit of real life and is a study of psychology which may interest you.

Trusting that you and Mrs. Jannings are well, I remain

Very truly yours,

AHTB:GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES OF
FRANK, WEIL & STRAUSS
100 MADISON AVENUE
LONGACRE 5600 EXCHANGE
NEW YORK CITY

October 19, 1927

Albert H. T. Banzhaf Esq
130 West 42nd Street
New York City

Dear Mr. Banzhaf-

Enclosed herewith find proposed form of assignment in the "Way Down East" matter. Will you kindly advise me whether this meets with your approval so that I may have same executed and close the transaction.

Very truly yours,

AWW/AM

136

October 19th 1927.

Mr. Arthur Kelly, Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Kelly:

I am handing you herewith check of D.W.Griffith Incorporation for $20,000. first payment on account of $70,000. par value preferred stock of the United Artists Corporation, the balance of payment to be made as follows:

$10,000. December 1st 1927
10,000. February 15th 1928
10,000. May 1st, 1928
10,000. July 1st "
10,000. August 15th "

Of course it is understood that the other Artists, viz. Mary Pickford, Charlie Chaplin and Douglas Fairbanks will likewise subscribe and pay for the same amount of preferred stock and that the Griffith Corporation shall have returned to it the common stock of the United Artists Corporation which has been temporarily delivered to Cap. O'Brien, as trustee.

Very truly yours,

AHTB:GDM
Enc.

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN OF THE BOARD OF DIRECTORS
MARY PICKFORD
DOUGLAS FAIRBANKS
CHARLIE CHAPLIN
D. W. GRIFFITH

October 20th, 1927

Mr. A. M. T. Banshaf,
Bush Terminal Bldg.,
West 42nd Street,
New York City

Dear Mr. Banshaf:

This will acknowledge your letter of October 19th, enclosing check for $30,000 to the order of United Artists Corporation from D. W. Griffith, Inc., being part payment against the unpaid balance of $70,000. due on Mr. Griffith's subscription to the Preferred Stock of the United Artists Corporation. We duly note arrangements for further payment.

The stock will be issued in the course of a few days and will be sent you in the name of D. W. Griffith unless you wish the stock drawn in the name of someone else.

As regards the Common Stock, we have notified Mr. O'Brien of the contents of your letter.

Very truly yours,

UNITED ARTISTS CORPORATION

Vice President-Treasurer
Arthur W. Kelly

AWK G

October 21, 1927.

Cromwell, Reid & Co.,
61 East 42nd St.,
New York, N. Y.

Gentlemen:

We are returning herewith Mass. Bonding & Insurance Compensation policy #46325, as we have been advised that inasmuch as the one person employed by this company, namely Mr. Klune, who is at present in California, is paid from this office in New York, he is covered under the existing Mass. Bonding & Insurance Company policy #UX-33697. Mr. Klune is the only one working with Mr. Griffith in California who is employed by D. W. Griffith, Inc.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

Form 1002 A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should indicate class of service desired, otherwise message will be transmitted as a full rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Oct 22, 1937

Day Letter

Mr. Raymond A. Kluns - Personal delivery only
United Artists Studio
Santa Monica Blvd
Hollywood Calif

Just received letter from Reid saying they have advised Aetna that Mr C will not accept revised insurance and asking for return of new policies which means if we surrender new politices and if it impossible to hold Aetna to old poliey then Mr C will have no insurance until we reinsure him elsewhere stop What have you found out about this matter Wire me immediately what action you suggest Best regards

C. M. Conway

Form 1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SB514 17 NITE. SK HOLLYWOOD CALIF 22

C M CONWAY, CARE D W GRIFFITH INC.
1476 BROADWAY NEWYORK NY.

51

HAVE SECURED NON CANCELLABLE INSURANCE HERE OK FOR REID TO CANCEL ALL INSURANCE WILL RETURN POLICIES IMMEDIATELY.

KLUNE.

EMIL JANNINGS
1227 HOLLYWOOD BOULEVARD
HOLLYWOOD CALIFORNIA

October 24th 1928

207

Mr. Albert T.H. Banzhaf
Attorney-at-law
130 West 42nd street
New York City

Dear Mr. Banzhaf:-

I want to thank you very kindly for the clipping you sent me from the New York Herald & Tribune, which interested me very much, as it is a real study of life as is, both from the human and psychological point.

With best regards from Mrs. Jannings and myself, I beg to remain, dear Mr. Banzhaf,

Very truly yours

E. Jannings

136

D. W. GRIFFITH PRODUCTIONS

UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

October 24,
1927

Mr. A.H.F.Banzhaf
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Banzhaf:

I am returning herewith proxy of D.W.Griffith, Inc. for the meeting of the United Artists stockholders to be held on the 24th day of October, properly signed by Mr. Griffith.

Sincerely,

Raymond Akem

RAK:LY

October 26, 1927.

Mr. Fredrich Toombs,
Suite 821, 1476 Broadway,
New York, N. Y.

Dear Sir,

We are returning herewith the two patron tickets for the benefit performance of November 7th, which were sent to us registered mail.

As I advised you by telephone it was necessary for me to communicate with our people who are now in California regarding this matter and I have just been instructed to advise you that we regret exceedingly that our appropriation this year does not permit us to accept these tickets.

Very truly yours,

Asst. Treas.

D. W. Griffith, Inc.

CROMWELL, REID & CO. Inc.
INSURANCE

51 East 42nd Street
VANDERBILT BLDG
New York

October 25th, 1927.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Gentlemen:-

Acknowledging receipt of your letter of the 21st on the subject of the Massachusetts Bonding & Ins. Co. policy recently sent you, we are sending this policy back to the company for cancellation.

We wish to say, however, that if Mr. Griffith employs anyone in California their claim against Mr. Griffith will be brought in California and, consequently, will not be covered under the policy that covers Mr. Klune in New York.

If Mr. Klune were to bring an action for Compensation in California for an injury, or, if his Estate were to bring an action in California in the event he was killed, the policy which is now carried covering an action brought under the Compensation Law of New York State, would not cover.

If either of these two contingencies are so remote that, in your mind, they will not occur, we agree with you that the insurance is not needed.

If, however, on the other hand, there is a possibility of these occurrences exposing your company to loss, we think that you should have the protection, particularly as the cost is but $11.00 per annum.

Yours very truly,

CROMWELL, REID AND CO., INC.

By: C J Reid Vice President

CJR:MS

October 25th 1927.

Frank, Weil & Strauss,
165 Madison Avenue,
New York City. Attention Mr. Arthur W. Weil.

Dear Mr. Weil:

Thank you for your letter of October 19th, together with proposed assignment.

I am taking the liberty of redrafting this in order to cover some point which you no doubt will acquiesce in and as soon as the same is prepared will forward it to you for your consideration. I have been authorized to pay Lottie Blair Parker the sum of $850. for the motion picture rights of her renewal of "WAY DOWN EAST" for this country and the world and will remit the same assoon as the assignment is executed and delivered. You may treat this letter as closing the deal.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB: GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN A

October 26th 1927.

Frank, Weil & Strauss,
166 Madison Avenue,
New York City. Attention Mr. Arthur W. Weil.

Dear Mr. Weil:

I am enclosing herewith original and copy of proposed assignment of the motion picture rights of "WAY DOWN EAST" for Mrs. Lottie Blair Parker. I am sure this will meet with your approval and if you will let me know a day or two in advance when you are ready to deliver the same I will have a check for the $850.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

136

October 26th 1927.

Mr. Arthur Kelly,
Vice-President and Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Kelly:

Replying to your letter of October 20th relative to the Griffith Corporation's subscription to the preferred stock, please be advised that the proportion of the preferred stock paid for should be made out in the name of D.W.Griffith Incorporated, which Corporation has long since taken over Mr. Griffith's personal contract with the United Artists Corporation.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Telephone
Circle 6800

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G & H. PICTURES CORPORATION

Date 6/10/27

Contract Dated 1/22/24

REPORT OF COLLECTIONS FOR WEEK ENDED 5/21/27

No.	Production	Gross Collections	Producers $
164	HIS DARKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,963.41
Previous payments to Manufacturers Trust Co.			23,992.16
Advances to be recouped			28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORM 131 5M 4-27 M. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
CIRCLE 4600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. A. H. PICTURES CORPORATION

Date 6/17/27

Contract Dated 1/28/24

REPORT OF COLLECTIONS FOR WEEK ENDED 6/30/27

No.	Production	Gross Collections	Producers %
168	HIS JAKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date:	$ 24,800.36	24,800.36
		23,963.41
Previous payments to Manufacturers Trust Co.		23,992.16
Advances to be recouped		28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

3

FORM 131 5M 4-27 M. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
BRYANT 6600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. A. H. PICTURE CORPORATION

Date 6/24/37

Contract Dated 1/12/34

REPORT OF COLLECTIONS FOR WEEK ENDED 6/4/37

No.	Production	Gross Collections	Producers %
162	HIS MARKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77

Advances Previously Reported $24,800.36

Advances This Week:

Total Advances to Date:	$24,800.36	24,800.36
		23,963.41
Previous payments to Manufacturers Trust Co.		23,992.16
Advances to be recouped		28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By J. M. Davidson
COMPTROLLER

8

FORM 131 5M 4-27 M. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
BRYANT 9600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: S. & K. PICTURES CORPORATION

Date 7/1/27

Contract Dated 1/22/24

REPORT OF COLLECTIONS FOR WEEK ENDED 6/11/27

No.	Production	Gross Collections	Producers %
163	HIS DARKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date:	$ 24,800.36	24,800.36
Previous payments to Manufacturers Trust Co.		23,963.41 23,992.16
Advances to be recouped		28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G W Davidson
COMPTROLLER

FORM 131 5M 4-27 N. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Telephone
Bryant 4600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. A. R. PICTURES CORPORATION

Date 7/15/27

Contract Dated 1/13/24

REPORT OF COLLECTIONS FOR WEEK ENDED 6/18/27

No.	Production	Gross Collections	Producers $
164	HIS DANCER BELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,963.41
Previous payments to Manufacturers Trust Co.			23,992.16
Advances to be recouped			28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By E M Davidson
COMPTROLLER

FORM 131 5M 4-27 N.Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
DETROIT 6600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 7/22/27

Contract Dated 1/21/24

REPORT OF COLLECTIONS FOR WEEK ENDED 6/25/27

No.	Production	Gross Collections	Producers %
168	HIS DARKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date:	$ 24,800.36	24,800.36
		23,963.41
Previous payments to Manufacturers Trust Co.		23,992.16
Advances to be recouped		28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 4-27 N. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Telephone
Bryant 9840

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 7/29/27

Contract Dated 1/23/24

REPORT OF COLLECTIONS FOR WEEK ENDED 7/9/27

No.	Production	Gross Collections	Producers %
162	HIS DARKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date:	$ 24,800.36	24,800.36
		23,963.41
Previous payments to Manufacturers Trust Co.		23,992.16
Advances to be recouped		28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 4-27 N. Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
BRYANT 9840

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 9/9/37

Contract Dated 1/22/34

REPORT OF COLLECTIONS FOR WEEK ENDED 7/9/37

No.	Production	Gross Collections	Producers %
168	HIS DARKER SELF		
Previously Reported		75,512.59	48,763.77
Totals to Date		75,512.59	48,763.77
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,963.41
Previous payments to Manufacturers Trust Co.			23,992.16
Advances to be recouped			28.75

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 4-27 N. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
COLUMBUS 5-6600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 8/13/27

Contract Dated 1/23/24

REPORT OF COLLECTIONS FOR WEEK ENDED 7/16/27

No.	Production	Gross Collections	Producers $
168	HIS DARKER SELF	7.50	4.88
Previously Reported		75,512.59	48,763.77
Totals to Date		75,520.09	48,768.65

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date: $	24,800.36	24,800.36
		23,968.29
Previous payments		23,992.16
Advances to be recouped		23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By S M Davidson
COMPTROLLER

FORM 131 5M 4-27 N. Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

PATHE EXCHANGE, INC.

IN ACCOUNT WITH
PERIOD ENDING

No	BRANCHES	Miss Dorothy
1	Atlanta	
2	Dallas	
3	Chicago	
4	Minneapolis	
5	New York	
6	Boston	
7	Los Angeles	
8	St. Louis	
9	San Francisco	
10	Albany	
11	Pittsburgh	
12	Cincinnati	
13	Cleveland	
14	Oklahoma City	
15	Philadelphia	
16	New Orleans	
17	Washington	
18	Kansas City	
19	Denver	
20	Omaha	750
21	Seattle	
22	Salt Lake City	
23	Indianapolis	
24	Detroit	
25	Des Moines	
26	New Jersey	
27	Charlotte	
28	Buffalo	
29	Milwaukee	
30	Butte	
31	Memphis	
32	Portland	
33	New Haven	
34	Double "I"	
	Total of U. S. Collections	750

FORM 307A 12-26 15M

TELEPHONE
BRYANT 9840

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. A. H. PICTURES CORPORATION

Date 8/19/37

Contract Dated 1/13/34

REPORT OF COLLECTIONS FOR WEEK ENDED 7/30/37

No.	Production	Gross Collections	Producers $
168	HIS DARKER SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 4-27 N. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
BRYANT 9600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: C. H. PRODUCERS CORPORATION

Date 8/24/27

Contract Dated 1/23/24

REPORT OF COLLECTIONS FOR WEEK ENDED 7/30/27

No.	Production	Gross Collections	Producers %
168	HIS DARKEST HOUR		
	Previously Reported	75,520.09	48,768.65
	Totals to Date	75,520.09	48,768.65
	Advances Previously Reported $	24,800.36	
	Advances This Week:		
	Total Advances to Date: $	24,800.36	24,800.36
	Previous payments		23,968.29
	Advances to be recouped.		23,992.16
			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 3-27 N. Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Telephone
Garfield 6600

PRODUCERS DISTRIBUTING CORPORATION
1600 BROADWAY
NEW YORK

To: G. A H. PICTURES CORPORATION

Date 9/3/37

Contract Dated 1/22/34

REPORT OF COLLECTIONS FOR WEEK ENDED 8/4/37

No.	Production	Gross Collections	Producers $
168	HIS DARKER HALF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported $		24,800.36	
Advances This Week:			
Total Advances to Date: $		24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
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OR
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Detroit 6600

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. A. H. PICTURES CORPORATION

Date 9/9/27

Contract Dated 1/28/24

REPORT OF COLLECTIONS FOR WEEK ENDED 9/13/27

No.	Production	Gross Collections	Producers %
168	HIS DARKER SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

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COMPTROLLER

FORM 131 SM 3-27 N. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
BRYANT 9840

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 9/14/37

Contract Dated 1/25/34

REPORT OF COLLECTIONS FOR WEEK ENDED 8/30/37

No.	Production	Gross Collections	Producers %
162	HIS DARKER SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported	$ 24,800.36		
Advances This Week:			
Total Advances to Date:	$ 24,800.36		24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

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Telephone
Bryant 9840

PRODUCERS DISTRIBUTING CORPORATION
1560 BROADWAY
NEW YORK

Tom, & H. PICTURES CORPORATION

Date 9/25/27

Contract Dated 1/22/24

REPORT OF COLLECTIONS FOR WEEK ENDED 9/27/27

No.	Production	Gross Collections	Producers %
168	HIS DARKER SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date:	$ 24,800.36	24,800.36
		23,968.29
Previous payments		23,992.16
Advances to be recouped		23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 4-27 M. Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
LEXINGTON [illegible]

PRODUCERS DISTRIBUTING CORPORATION
469 FIFTH AVENUE
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 9/30/27

Contract Dated 1/25/24

REPORT OF COLLECTIONS FOR WEEK ENDED 9/5/27

No.	Production	Gross Collections	Producers %
164	HIS DARKER SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
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TELEPHONE
LEXINGTON [illegible]

PRODUCERS DISTRIBUTING CORPORATION
469 FIFTH AVENUE
NEW YORK

To G. A. H. PICTURES CORPORATION

Date 10/7/27

Contract Dated 1/23/24

REPORT OF COLLECTIONS FOR WEEK ENDED 9/10/27

No.	Production	Gross Collections	Producers %
168	HIS DARLING SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By J M Davidson
COMPTROLLER

FORM 131 5M 9-27 N. Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

TELEPHONE
LOCUSTON [illegible]

PRODUCERS DISTRIBUTING CORPORATION
400 FIFTH AVENUE
NEW YORK

To G. & H. PICTURES CORPORATION

Date 10/14/27

Contract Dated 1/13/26

REPORT OF COLLECTIONS FOR WEEK ENDED 9/17/27

No.	Production	Gross Collections	Producers %
164	HIS DAUGHTER HELP		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By J M Davidson
COMPTROLLER

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TELEPHONE
LEXINGTON 2812
2813

PRODUCERS DISTRIBUTING CORPORATION
449 FIFTH AVENUE
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 10/31/27

Contract Dated 1/23/24

REPORT OF COLLECTIONS FOR WEEK ENDED 9/24/27

No.	Production	Gross Collections	Producers %
149	THE DANCER [illegible]		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,768.65
Advances Previously Reported		$ 24,800.36	
Advances This Week:			
Total Advances to Date:		$ 24,800.36	24,800.36
			23,968.29
Previous payments			23,992.16
Advances to be recouped			23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 SM 9-27 N. Y.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE
LEXINGTON 3814

PRODUCERS DISTRIBUTING CORPORATION
498 FIFTH AVENUE
NEW YORK

To: G. & H. PICTURES CORPORATION

Date 10/30/27

Contract Dated 1/22/24

REPORT OF COLLECTIONS FOR WEEK ENDED 10/1/27

No.	Production	Gross Collections	Producers %
168	HIS DARKER SELF		
Previously Reported		75,520.09	48,768.65
Totals to Date		75,520.09	48,786.65

Advances Previously Reported $ 24,800.36

Advances This Week:

Total Advances to Date:	$ 24,800.36	24,800.36
		23,968.29
Previous payments		23,992.16
Advances to be recouped		23.87

PRODUCERS DISTRIBUTING CORPORATION
FOR THE ACCOUNT OF
CINEMA CORPORATION OF AMERICA
OR
W. W. HODKINSON CORPORATION

By G M Davidson
COMPTROLLER

FORM 131 5M 9-27 N. Y. PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Please Help the Catholic India's Young Men to Erect Their Own Home in the City of Madras (India)

THUS

"Operate to effect a very real honor to the Ame and horoh of Catholic Students"

EDWARD MOONEY
(a son of America)
Apostolic Delegate to the Ehst Indies

and to be the Lay Apostolate for the Propagation of Faith in the Land of [illegible] Pagans

APPROVAL AND RECOMMENDATIONS

His Grace, DR. J. ARLES
Archbishop of Madras

His Excellency, MGSR. LEPICIER
Visitor Apostolic to India

His Lordship, M. J. GALLAGHER
Bishop of Detroit

His Lordship, E. F. GIBBONS
Bishop of Albany

His Lordship, W. A. HICKEY
Bishop of Providence

His Lordship, JOHN J. NILAN
Bishop of Hartford

His Lordship, JOHN J. SWINT
Bishop of Wheeling

His Lordship, GEORGE ALBERT GUERTIN, Bishop of Manchester

His Lordship, THOMAS M. O'LEARY
Bishop of Springfield

His Lordship, FRANCIS C. KELLEY
Bishop of Oklahoma

Hon. Mr. M. RUTHNASWAMY
President Legislative Council, Madras

BLESSINGS AND GOOD WISHES

His Excellency, FUMASONI BIONDI
Apostolic Delegate of U. S. A.

His Eminence, GEORGE CARDINAL MUNDELEIN, Chicago

His Eminence, D. CARDINAL DOUGHERTY, Philadelphia

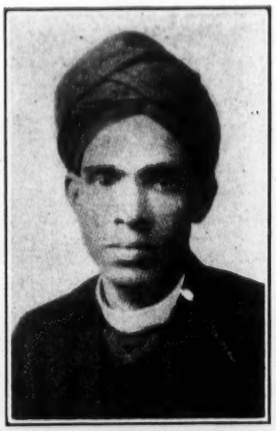
His Lordship, J. F. NOLL
Bishop of Fort Wayne

His Lordship, F. W. HOWARD
Bishop of Covington

His Lordship, PAUL P. RHODE
Bishop of Green Bay

His Lordship, THOMAS MALLOY
Bishop of Brooklyn

RT. REV. MSGR. WM. QUINN
National Director, New York



REV. A. F. LOPES, President

The CATHOLIC YOUNG MEN'S UNION, MADRAS (INDIA)

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Address in America:
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Address in India:
Pudupet, Madras, India

465 Benefit St.,
Providence, R. I.
October 29, 1927.

D. W. Griffith, Productions,
1476 Broadway,
New York, N. Y.

Gentlemen:

A good friend of mine has presented me with a moving picture machine carrying standard size picture to be taken to India for my Missionary work.

I have been in your country for about one year to collect funds for my Social Work in India and everywhere I have met with encouragement, so I most respectfully beg to approach you for help.

I should be very thankful to you if you could send me as a gift, some films which could be shown to the Christian Congregation in India.

I shall take them along with me on November 10th, the date of my departure to India. If you could, kindly send them to the above address before that date.

Hoping and trusting that you will do me this favor, I offer my prayers and those of my poor people for the welfare of your company.

Awaiting your reply in either case, I remain

Very truly yours,

Rev. A. F. Lopes

Rev. A. F. Lopes.

October 31, 1927.

Rev. A. F. Lopez,
465 Benefit Street,
Providence, R. I.

Reverend Dear Sir,

In reply to your letter of October 29th, we regret exceedingly to advise that we have no prints of our pictures that we could give you. Our prints are all in constant use, and after our offices are through with them the condition is such that they are destroyed.

Regretting our inability to be of service to you, we are

Yours very truly,

D. W. Griffith, Inc.

Mrs. Martha Mechteld,
c/o H. Raddatz,
Schuetzengarten Str 5,
Stettin, Germany.

Dear Mrs. Mechteld:

Mr. Epping has just left on a business trip and before leaving here asked me to write you and tell you that if you want any letters mailed here in America send them to me and I will attend to the mailing.

Mr. Epping expects to leave New York for Europe on Oct. 6th on the "S. S. Vollendam" for Rotterdam.

With kindest regards, I remain

Very truly yours,

M.MA

Theatre magazine
October
1927

D. W. Griffith, one of the pioneers in motion picture production, became world famous with The Birth of a Nation, the first full evening's showing of a film play. In 1908 he gave up acting to become director for the Biograph Film Co. and in the same year he made his first production, The Adventures of Dollie. He has invented many patented devices in the making of pictures. Some of his well-known productions are: Broken Blossoms, The Fall of Babylon, Intolerance, Way Down East, Orphans of the Storm, Fury, Lily Wonderful and America.

"If I had my way, I should do Homer's Iliad, Antony and Cleopatra, The Life of Napoleon, Medea—things that can never be done so effectively on the speaking stage, stories in which all the illusion of a spectacle and authenticity might be introduced. . . . Our best screen work will be done through comedy. In comedy, satire, people will accept truth more than in tragedy. Everyone in the world lies or cheats, or steals, some time in his life. In comedy we can exhibit these shortcomings and have the audience enjoy it. In drama the audience does not tolerate that."

A. C. McKay

The Motion Picture To-day—and To-morrow

Even Though the Theatre Is Limited in Its Scope and Appeal, the Pictures Will Never Supplant the Stage

By David Wark Griffith

A PROLIFIC reader who had been known to devour all the contemporary poetry was asked whether he had read the early French poets. "No," he said, "why go back thousands of years when each day brings us new and different poetry?" Whereupon the interrogator said: "Do we love Springtime less because it is a thousand years old?"

So it is with motion pictures. True, they have improved technically. The double exposures, the fade-outs, the close-ups and other elements of technique are innovations, but the acting is the same to-day as it was twenty years ago. There has been no better or even as good acting as that of Henry Walthall and Mae Marsh in *The Birth of a Nation.*

There were better stories in the early days, like *Pippa Passes* and the works of Shakespeare, but the exhibitors would not buy them to-day. It is above the taste of the masses. The classics were in vogue because the exhibitors had to take them, their choice was limited, but to-day, when the market is flooded with pictures, the exhibitors can follow their own inclinations. They want simple stories which they feel are not above the heads of any audience, Yankee, Prussian, Magyar or Pole.

Pictures are the only medium that can carry big stories, epochal poetry and events —that is what I should like to see, but who knows! If I had my way, I should do Homer's *Iliad, Antony and Cleopatra, The Life of Napoleon, Medea*—things that can never be done as effectively on the speaking stage, stories in which all the illusion of a spectacle and authenticity might be introduced.

Formerly the motion picture had no form, no technique. It used the same technique as the stage. Talk. Talk. Talk. First the hands of the players would be shown, then the feet, and finally the full length. To-day the various angles, the constructed "shots," the fade-outs and other improvements have changed all that. The old method was something like this: A man would enter a room. Then his mother entered. They would sit and talk. In order to show that the man's wife was hurt in an accident, and that he was grief-stricken, there would be more talk and verbose titles. Mental reactions had to be described in words. To-day one sees the accident. The director gets inside the mind and heart and soul. All the elements of the ultimate grief are introduced. The actors don't simply sit there and move their lips or pace the floor, but the doctor is shown, perhaps in consultation. Then the patient, and even the operating room with its entire equipment of instruments.

Formerly two women in the same picture used to look so much alike that one could not differentiate the vamp from the ingénue, except by titles. In other words, each had to be labeled. Not so to-day. The business of each is different. Their mannerisms are extremely unlike. Their clothes, actions, expressions—each a contrast.

Our best screen work will be done through comedy. In comedy, satire, people will accept truth more than in tragedy. Everyone in the world lies or cheats or

(*Continued on page* 58)

The Motion Picture To-day—and To-morrow

(Continued from page 41)

steals some time in his life. There are few of us who haven't done things we should not have done. In comedy we can exhibit these shortcomings and have the audience enjoy it. In drama the audience does not tolerate that. It demands the conventional virtues.

The screen is the greatest medium for understanding among nations. Through satire of customs we can clearly show the various national characteristics, but if we solemnly tried to bring that about, the audiences would resent it as obvious "instruction." Pictures are becoming more and more an international agency, politically and socially. They can be made to wipe out war. Through our intimacy with the manners and customs of different peoples, we become part of the great world. To know is to understand, to love. Movies thus promote sympathy and understanding among nations.

Most motion pictures are adapted from stage plays and books. The ways of expression used in pictures are different from plays and books. People think in words. It will be a long time before people will think in terms of pictures. Ideas are all right for stage people, but pictures prefer simple, straight stories of facts.

Censorship is a prison to expression. They say censorship is primarily for the protection of children. Ridiculous! Why? Don't children read the newspapers to-day, and, what is worse, don't they read the tabloids? Can pictures ever be worse?

Even though the theatre is decidedly limited in its scope and appeal, motion pictures will never entirely supplant the stage. "Faust" and "Hamlet" have too many voices that must be heard. Then there is the good economic reason. Take for example *The Play's the Thing,* which is one of the best plays I have seen. Granting that it is a "success," and runs a full season, it will have reached approximately 110,000 people at the end of its run, and while it is a great success in New York, you wouldn't expect it to be in the smaller cities. It cannot play to indiscriminate masses. On the other hand, two houses like the Roxy and the Capitol reach on an average of 261,000 people weekly. That is significant of two things: 1. How much more general must be the theme of the motion picture. 2. How farther reaching is the screen.

In twenty years from now the motion-picture *theatre* will probably be a thing of the past. Like the radio, it will be able to be tuned on in one's home, perhaps from one huge, central projection room. The past fifteen years have made such marvelous strides in the industry technically that we can scarcely foresee what will happen. Inventions have taken people from their homes and inventions will bring them back. Man has been working miracles, and I look for almost anything in the future.

The legitimate theatre is better now than it has been for the past fifteen or twenty years, but it seems to me the most horrible thing about it is the intermission—the tremendous waits between acts. That's the greatest handicap of the present-day theatre. One wait of five or six minutes would be all that should be inflicted; instead, there are sometimes fifteen minutes or more. What can one do during that time, since there are few of us who care to leave our seats?

In conclusion I should say that the future stories of the screen should be those of broad, sweeping action. Propaganda and politics will enter more and more.

LAW OFFICES
OF
JOHN G. JONES, JR.
JOHN G. BIRMINGHAM

TELEPHONE: HUBBARD [illegible]
92 STATE ST., BOSTON, MASS.

November 1, 1927

Bonzhaf and Pembleton,
Bush Terminal Building,
130 West 42nd St.
New York City

Re - D.W.Griffith,Inc.vs.Golden Distributing Co

Dear Sirs:

This debtor is in the hands of a Receiver, appointed by the state court. Receiver informs us there will be a small dividend paid, but just how much and when it will be paid, he is unable to state at this time.

Yours very truly

John G. Jones Jr.

November 2nd 1927.

Mr. John C. Jones,
63 State Street,
Boston, Mass.

Re: D.W.Griffith Incorporated vs.
Golden Distributing Corp.

Dear Sir:

We are quite surprised to note the contents of yours of the 1st inst., especially in view of the fact that there apparently has been undue delay in prosecuting the claim of our client. If you will refer to your correspondence you will find that you advised us that this case would be tried in December 1926. We have written you repeatedly and from time to time have been advised that the case would be reached for trial at a subsequent date, the last advice stating that it was expected that the case would be reached for trial before November. We do not desire to be unduly critical of your method of handling this claim but it seems to us that in view of the action having been started in one of your lower courts the claim could have been reduced to judgment and collection made therein in less time than one year from the time the matter was first placed in your hands.

Will you kindly inform us of the date the debtor was placed in the hands of a receiver and the name and address of the receiver appointed by the court. Also advise us whether or not a claim has been filed with the receiver.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(COPY)

GUEDALLA, JACOBSON & SPYER

Winchester House
Old Broad Street
E C 2

3rd November, 1927

The Secretary,
ALLIED ARTISTS CORPORATION LTD.,
86-88 Wardour St. W.

Dear Sir,

Miss Mary Pickford

From time to time from a date shortly after the incorporation of your Company, we have done work of no considerable importance for Mr. Douglas Fairbanks, Miss Mary Pickford, and, if we recollect rightly, also for others connected with the Allied Artists Corporation.

Having regard to the fact that Mr. Guedalla is a Director of the Corporation, and regards the fees paid and payable to him in connection with his Directorship as more or less pertaining to a legal retainer, we have not been in the habit of charging for this kind of work, regarding it as all incorporated with the general work which Mr. Guedalla at all times does for your Corporation.

We have, however, made a distinction where any of the matters involved has necessitated special time and consideration, such as lawsuits; for instance, Mr. Griffith was engaged in copyright litigation in connection with THE TWO ORPHANS; such a matter, and Mr. Chaplin's recent litigation in connection with THE LIFE STORY OF CHARLES CHAPLIN or THE BOOTLEGGER, certainly under no circumstances would come in such a category; indeed, in connection with your own Corporation, when we do any work of an unusual character such as lawsuits, it is well understood that we are to make our ordinary charges in addition to the retainer fee.

It was in these circumstances that we happened to mention the other day that Mr. Guedalla did not propose to charge for drawing the Agreement between Miss Mary Pickford and Mr. Thomas Burke.

It may be, however, that in these respects we are acting wrongly, because The Allied Artists Corporation Ltd. has various shareholders, and one or two of them might say that it is not right that we should do this kind of work for others. Our answer would be that down to date we have made no distinction as regards shareholders, and indeed we have done some legal work without any special charge for various persons immediately connected with the Allied Artists Corporation. We have been happy to do this, but in case the

Directors in New York, such as Mr. Dennis O'Brien, Mr. Burkan and Mr. Sanzhaf take a different view, it might be well that you should put this matter up to Mr. Kelly to give him an opportunity of consulting him.

Any disbursements which we have had in the ordinary way, we have always rendered, and we presume you charge them up to the parties affected. For instance, with regard to Mr. Thomas Burke's matter, we herewith beg to enclose a note of our disbursements for £2.10.6. which presumably is payable by Miss Pickford, through you, to our firm.

We are, dear Sir,

Yours faithfully,

(signed) Guedalla, Jacobson & Soyer

November 3rd 1927.

Frank, Weil & Strouse,
100 Madison Avenue,
New York City. Attention Mr. Arthur H. Weil.

Dear Mr. Weil:

I am enclosing herewith original and copy of proposed Assignment for Lottie Blair Parker to sign on the motion picture rights of renewal of WAY DOWN EAST. If this meets with your approval will you kindly have Miss Parker sign the same and advise me when you are able to deliver and I will have the check ready for you.

With kindest regards and best wishes, I remain

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES
OF
JOHN C. JONES, JR.
JOHN C. BIRMINGHAM

Nov. 4, 1927.

TELEPHONE: HUBBARD 2127
24 STATE ST., BOSTON, MASS.

117

Hanshaf & Pembleton, Esqs.,
130 West 42d St.,
New York.

Re - D. W. Griffith, Inc. vs. Golden Distributing Corp.

Dear Sirs:

Replying to your letter of November 2, Benjamin Levy, 73 Tremont St., Boston, is the receiver. We have filed claim with him. The defendant corporation had no more assets in December 1926, than it has now. The prospects of collecting at that time were no more brilliant than they are now. A judgment could not have been collected against the corporation then.

Yours truly,

John C. Jones Jr.

ARGENTINE-AMERICAN FILM CORPORATION

REGISTERED OFFICE
BUENOS AIRES

FOR N. AMER. OFF.
NEW YORK

New York Nov. 5th, 1927

REF.

Since 9434

D. W. Griffith, Inc.
c/o D. W. Griffith Prod.,
1041 No. Formosa Avenue,
Los Angeles, California

Attention Mr. Raymond A Klume

Dear Mr. Klume:-

In reference to our agreement of December 10th, 1926, covering five (5) D. W. Griffith re-issues for the territory of Argentine, I regret to say that these re-issues have unfortunately been unsuccessful. So much so, that according to the reports received from my principals, the three (3) pictures which we have already shipped are an actual loss to us. It is for this reason that the writer was unable to get the necessary funds for the royalty of the last one, and was requested by his principals to take the matter up with you in order to put up to your consideration, these facts.

As you know, we placed a Thousand ($1,000.00) Dollar deposit which was to be applied as royalty of the last subject.

I presume you recall, that at the time of making this agreement I frankly stated to you that I didnot know what would be a fair price for these re-issues, as it was impossible to tell before-hand how re-issues of this type, would be received in our territory. The only reason why I ventured of my own accord, to enter into this deal, was on account of D. W. Griffith's name. Inasmuch as you stated that positively you couldnot consider a figure below One Thousand ($1,000.00) Dollars for each picture, I agreed to go thru with the deal hoping that we would at least, not lose any money.

ARGENTINE-AMERICAN FILM CORPORATION

D. W. Griffith, Inc.

In view of the fact that we have met with a loss, I am confident that you will consider our situation and have a re-adjustment made accordingly.

The writer would be willing to try to arrange for the payment of the prints on the last two subjects, the amount of which is Seven-hundred Sixty-eight Dollars and Four Cents ($768.04), if in turn, the deposit be applied to final liquidation of this agreement.

Yours very truly,

ARGENTINE AMERICAN FILM CORP.
BY: E. Ricci
Representative

ETR:HVZ

374.04
768.04
1142.08

Commander of the Confederate Home, made my Darling on his Glenn Studio. It was his first appearance in character, I understand, but from his experience in portraying such roles I learned that his thrilling acting in the Griffith picture is most convincing proof of the "whole hearted boy".

I am sending you a copy of the program of the pageant which may amuse you especially when I assure you that it was a freelancing, only acting, non-rehearsable production!

Permit me to send you my warm regard, even though I have been so forbidden as to meet you; and to ask that you believe me

Very sincerely yours,

Rankin Thornton Taylor

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

La Grange
6 November 1917

LEGRAND JOHNSTON
TELEGRAPH
FINCASTLE
GLENVIEW KENTUCKY

Mr. David Wark Griffith, Esq.,
Los Angeles, Calif.

My dear Mr. Griffith:

Let me thank you for your very kind message which came to hand just before the opening of our Centennial celebration. – I was touched, as I am sure all who have heard it now, by the sympathy and feeling you expressed for your little flower and for your reverence for the lost cause in which your gallant Confederate father played so conspicuous a part.

The role of Col. Griffith was taken by your brother Mr. William Griffith, very boyish in a uniform lent by the

November 9th 1957.

Mr. Emil Jannings,
7347 Hollywood Blvd.,
Hollywood, California.

Dear Mr. Jannings:

I do not want to unduly annoy you but if you have not already read "The Sea Devil" by Count Luckner I would advise you so to do. It would seem to me that this would be an excellent subject. I do not know just how popular such a story would be in this country at this time, yet it may be that it would catch the public fancy. Even if you do not consider this from a picture point of view it is well worth reading. This book was published by Doubleday-Page Company.

With kindest regards and best wishes to you and Mrs. Jannings, I remain

Sincerely yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"THE LOVELORN" by Beatrice Fairfax

The Evening Herald Has Largest Circulation of Any Daily Newspaper in the West

SECTION B
CLASSIFIED ADS
The Average Temperature in Los Angeles Yesterday, November 9, Was 62 Degrees

LOS ANGELES EVENING HERALD
AN INDEPENDENT NEWSPAPER

Reg. U. S. Patent Office. Copyright 1927, by Herald Publishing Company

The Evening Herald Grows Just Like Los Angeles

VOL. LIII | Weather—UNSETTLED | THURSDAY, NOVEMBER 10, 1927 | "THE PAPER THAT GOES HOME" | NO. 8

RICH L. A. MAN FOUND DEAD IN DENVER HOTEL

W. R. Sample, Theater Magnate, Believed Shot Accidentally, Cleaning Gun

William R. Sample, wealthy theater and oil man of Casper, Wyo., who maintained a residence at 320 South Manhattan place, Los Angeles, was found dead today in his rooms at a Denver, Col., hotel, according to news dispatches.

The dead man apparently had been accidentally shot by himself as he cleaned a new revolver, the reports said. The body was found by P. J. Tucker, house detective, when Sample failed to answer a telephone call.

At his Los Angeles home, where the widow, Mrs. M. E. Sample, has been living, it was announced that no details of Sample's death had been received. Mrs. Sample, with her sister and brother-in-law, Mr. and Mrs. F. R. Keyes of Glendale, left for Colorado on an early train today to take charge of funeral arrangements.

Sample is survived only by his widow and a sister.

ARTIST FINDS 'FIRST CLASS FIGHTING MEN' IN L. A. NATIONAL GUARD UNIT

Ann Reproves Georgie, Urges Her to Choose Warren and Starts Row

SYNOPSIS

Ann and Georgie Harlowe, sisters, live at Mrs. O'Leary's boarding house. Ann, the older, works in a factory and Georgie is an amateur actress. Ann is proud of Georgie's beauty and talented ways. She thinks it would be fine if Georgie married Bill Warren, who has no money but is made to look like wealth. Bill shows Ann an engagement ring he has bought for Georgie. Georgie has made the acquaintance of a young man who brings her home in a fine automobile. She fails to introduce him to Ann. Ann warns Georgie against making casual acquaintances and Georgie promises to be more discreet. Bill proposes to Georgie and she turns him down. She tells Ann and the latter becomes very angry. Georgie resents being "bossed" and the sisters quarrel. Ann writes her first letter to Beatrice Fairfax and asks how she can best safeguard Georgie's welfare. She is told to hold Georgie's confidence and that Georgie will turn to her for help some day. Jimmy McCormick, a department manager in the factory, asks Ann to go out with him and suggests Georgie come with her and meet a friend he will have. Georgie refuses, pleading a headache, and Jimmy gets Ellen Davis, one of the factory employes, as companion for his friend, Rob Jerome. Ellen, however, is obviously in love with Jimmy. She feigns illness and persuades Jimmy to take her home. A moment later Ann sees Georgie in a booth with the man who brought her home in an automobile. Ann goes to Georgie and is introduced to Georgie's companion, Ernest Brooks, and in turn introduces Jerome. Brooks asks Ann to dance with him and she accepts. Ann boldly asks Brooks if he intends to marry Georgie. He sneers at her views on love as being far behind the time. Ann goes home but waits for Georgie there, resolved to again present Warren's good points.

NOW GO ON WITH THE STORY

By BEATRICE FAIRFAX

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CHAPTER 10

WHEN Georgie opened the door, her face was unusually flushed. Ann wondered whether she had more than one "little drop" out of Ernest Brooks' big silver flask.

Her heart sank at the thought, but she was relieved to see that Georgie was perfectly composed. Probably the drink she had taken out of defiance to Ann's warning look was the only one she had had.

Protectively Georgie's face had taken on an almost sullen expression. She began to pull her things off, scattering them everywhere

L. A. READY FOR GREAT ARMISTICE PAGEANT

All So. Cal. Prepares to Honor War Dead With Patriotic Celebrations

Los Angeles tomorrow will observe Armistice day with a pledge to national defense and determined decision that sacrifices of the World war shall never again be repeated.

Commemoration of the ninth anniversary of the cessation of hostilities will be marked by incidents from the booming of cannons to the silent services for those who "sleep in Flanders fields."

Banks, public schools and offices and many business houses will close all day or part of tomorrow in the general observation of Armistice day. Manufacturing plants and commercial offices have also announced their approval of suspending activities for the day.

Chief among Los Angeles festive programs is the monster parade which will be led by Lieut. Col. Ray L. Follmer, in which will participate the majority of Los Angeles' patriotic agencies and a monster pageant at the Coliseum at Exposition park.

HUNDREDS OF BUGLERS

Hundreds of buglers recruited from the ranks of Spanish American War veterans, civic organizations, military and naval stations and high schools will call attention to the "minute of memory" with the bugle call taps at 11 a. m. The buglers will be stationed in all sections of the city and at the appointed time announce the anniversary of the signing of the peace

Lone Airman May Start Honolulu Flight Saturday

SAN FRANCISCO, Nov. 18 (AP).—Frederick Giles may start his long flight from Mills field, the municipal airport, to Honolulu at dawn Saturday, he announced today.

Giles had originally planned to take off Friday, but weather reports caused him to change his plans to Monday. However, with clearing weather in prospect today, he said he plans to fly to Honolulu in time to breakfast there Sunday.

From Honolulu, he said, he would fly to the island of Viti Levu, in the Fiji group, thence to Brisbane, and "home" to Wellington, a total of 8000 miles.

Slight Quake at Sea Is Recorded At Santa Clara

SANTA CLARA, Cal., Nov. 18.—A slight earth tremor, centering approximately 100 miles west of here, at a point in the Pacific ocean, was recorded here today on the seismograph at Santa Clara college.

"The tremblor was one of mild intensity," Father Jerome Ricard, the "padre of the rains," said, in announcing he had not checked the exact hour of the disturbance.

Apartments

Modern In Every Detail and Charmingly Arranged, Yet Remarkably Lower in Price Than Ever Before

See The Many Choice

APARTMENT VACANCIES

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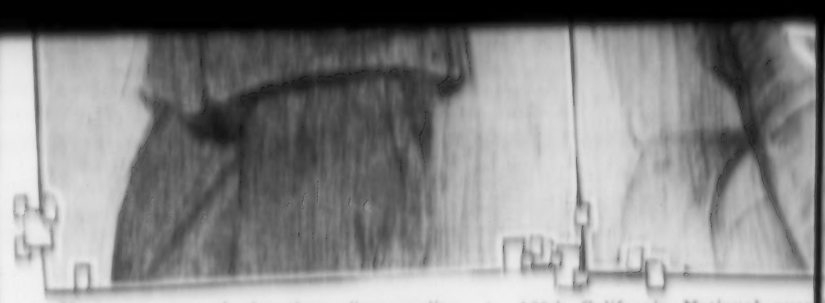

Here are two of the three "personality sketches" made by Graziella Jacoby, noted artist, of ideal types picked from the ranks of the 160th California National guard, "Los Angeles' own." At left is Ernest M. Conkling representing the nonchalant overseas rookie who found the war a "good show." At right is Sergeant Charles H. Hangs typifying the "regular fellow."

L. A. PEAT FIRE APPROPRIATION VOTED DOWN

After prolonged argument the city council today by a vote of 9 to 5 rejected a report of its finance committee appropriating $14,000 to the city engineer for extinguishing the peat bed fire which has been burning for several years at Hauser boulevard and Jefferson street.

When the committee report was read Councilman Virgil Martin, in whose Fifth councilmanic district the fire is burning, entered bitter opposition to the appropriation.

"I'm not going to get in a jam about this matter," Martin declared with heat. "The city attorney told me the council had better be careful how it handles this thing. This entire matter is now up in the courts and the city attorney says that we should let the courts decide the matter and then see what we can do."

Replying to Martin's argument, Councilman Shaw declared that Martin maintains an attitude that the peat fire "is his own private pet little bonfire and that nobody has the right to interfere with it."

"All right, all right," said Martin. "I'll vote for the appropriation."

He did, together with Councilmen Hall, Shaw, Rice-Wray and Sanborn.

Councilmen Alber, Colden, Davis Foster, Hughes, Jacobson, Webster and Benelli voted against the appropriation. It was the attitude of these councilmen that the nuisance suits now before the courts against property owners for alleged maintaining of the peat fire should first be disposed of.

Alber suggested that the city condemn the ground under which the peat fire is burning, extinguish the blaze and then use the property for a city park.

The Merry GoRound

By GILMORE MILLEN

LIKE a condemned man breathing on his last days on earth the old city hall stares at Broadway, between Second and Third streets.

Gone are the old red structure's days of glory and importance. In a short time now, perhaps by the first of the year, all the city's executive and administrative offices are to be moved to the new, imposing, 24-story, $5,000,000 city hall, whose white tower aspires to the heavens above all other buildings in the city.

And then the old building will be sold, or rented and torn down, probably, to make room for another more modern edifice.

How quickly has progress antiquated the old building! How suddenly has the amazing growth of the city rendered its space and its offices and its corridors too small for even a part of the great mass of municipal business!

Thirty-five years is not a long life for any building, even a residence. And for a city hall. It is only long enough for it to become established and well known, according to the age of some of the century-old town halls in countries of Europe.

Old Timers Must Stand Amazed—

OLD timers, who remember when the voters of the city approved the bonds for the old city hall back in 1888, and the trouble the council experienced rolling them, and the completion of the building when W. H. Workman was mayor in 1893, must shake their heads in wonder at the passing of the once important structure.

Those still living can recall the indignation meetings and the

(CONTINUED ON PAGE SEVENTEEN)

Graziella Jacoby Picks 'Los Angeles' Own' as Ideal Soldier Types

First class fighting men! These words were today applied to the 160th California National Guard, "Los Angeles' Own," by Graziella Jacoby, noted sketch artist.

"I wanted to make a series of sketches typifying the finest fighting men in America," said Miss Jacoby.

"I was a little doubtful about finding exactly the kind of men I had in mind, men who represent not only the last word in physical fitness, but also the best mental and spiritual development as well.

"Someone suggested that I look over the 160th National Guard. With the co-operation of Colonel Harcourt Harvey, commander of the 160th, and of Captain Hoff I inspected more than 1[illegible] men of the 160th and had a[illegible] to select my models, be[illegible] they were all such fine types [illegible] that any one of them would [illegible] ed.

"However, the m[illegible] I have sketched are distinct representatives of different types and, to me, carry a message of citizenship of which not only Los Angeles, but the whole nation, should be proud. I have made personality sketches of hundreds of famous and interesting people, but these men stood out as exceptionally fine characters, to my mind."

Edgar M. Vance, a master sergeant of the 160th, was chosen by Miss Jacoby to represent "Young America," the boy who went into the army with little previous experience, bringing with him a wealth of high ideals and a desire to serve.

Sergeant Charles H. Hangs, with his tin helmet and plead smile, represents the "regular fellow," according to the artist, while Ernest M. Conkling, nonchalantly smoking a "fag," typifies the overseas rookie who found the war a "good show."

"In a word," Miss Jacoby declared, "these men represent three elements in the American spirit made world peace an[illegible] idealism of youth, good [illegible] an unpleasant task and [illegible] of adventure and daring [illegible] under fire."

The Periscope

Not So Wide-Awake

Dick Dumbbell thinks "nephtha" is some kind of a sleeping potion.

Short Story

The cold bim it was "A-1" boxes:
He welcomed it and said, "Here's how!"
But some one 'ud, and he who drank
Is sleeping 'neath the daisies now.

Taking a Chance

A Chicago woman has had two of her toes sewed on to her right hand to replace two fingers she lost. What if she gets corns on the former toes?

Seats That Lure

The San Jose Street Railway Co. wants to charge higher fares, but an engineer for the state railroad commission suggests the company put in softer seats, thus attracting more passengers and taking in more money.

Seeking Light

King Zoser's tomb is found, they say:
That hits us as a poser.
For all of us, we here confess,
Must ask you "who was Zoser?"

An Acrobatic Stunt

"Gjuro" found the following gem in a letter to the editor of a woman's page in a Los Angeles newspaper:

"I have often thanked mother for the spankings I got. I can look back and see exactly where they did me a great deal of good."

Can you, dear reader?

Losing Their Place

Two Hollywood boys started a debate at Lonesome Nite. But it is confusing to date. Each may think both the quality and alternative of the question submitted, hence we may both will be lost "in the maelstrom of their own verbosity."

Cheap Breakfasts

The Southern Pacific will begin using collie-wearing dining cars next month. Then the frugal passenger may have his morning coffee and a roll—the latter on the conductor.

With All Divorced

Washington announces divorces are increasing twice as fast as marriage in the United States. Apparently the divorce evil is out to put an end to itself.

Shrewd Work

Undoubtedly Turkey's census enumerators counted the Turks at this time to make the best possible showing. There will be fewer after Thanksgiving, of course.

It Will Help

If they will just take the luxury tax off automobiles, as is proposed, we can come that much nearer buying a new one at least.

Saving Duty

John Edmondson, a Scotch golf professional, is accused of smuggling golf balls into the United States. That Scotch craze to save is deep-seated.

Less Shapely

The reason girls won't scrub these days
Is not so difficult to see:
They fear the danger they will get
That odd affliction — "housemaid's knee."

"Didn't think you'd still be up!" she said nervously. "Were you waiting for me, were you?"

"Of course I was. You know that, Georgie."

The youngsters voice gave a quick little laugh, full of harsh nervousness.

"Well, please don't lecture me tonight. I know what you think, only I think differently, that's all."

Ann put her arm around Georgie's shoulders, but as if fearing affection would weaken her stand, Georgie drew away abruptly.

"Do you like that man?" Ann asked suddenly.

"What man?"

"The man you were with tonight, Ernest Brooks."

"Oh, you make me tired!" Georgie flung out sneerily. "You want to make everybody sanctify like you, and if they're not, you go around shaking your head and sighing. You ought to have been a missionary!"

Serious as she felt at heart, Ann could not help smiling at Georgie's naive petulance.

"Well, I can't help that, can I?" she asked mildly. "But you haven't answered my question."

Georgie Defiant

"Listen, Georgie, call me anything you want, but don't go out with that man any more! Honestly, don't do it."

"Well, I'm going to go out with him as often as I want, so you're wasting your breath. I DO like him. He's an artist—draws things for magazines and advertisements—and he's going to take me to his studio some day, and he' a lot more fun than the kind of men you think I ought to like."

"Fun, yes, but you can't trust a man like that. Georgie, darling, listen, to me, please! You mustn't make any mistake. It would be so easy to. Oh, Georgie, why can't you see that a boy like Bill Warren is worth 10 of that jazz hound with his studio and his flask. Honestly dear, I know what I'm talking about!"

Georgie's hands were clenched. She was trembling.

"You leave me alone," she said shrilly.

"Don't Ann begged. "Georgie, don't! People will hear you!"

"I don't care if they hear or not. I'm not going to be told to do this and that, and bossed around as if I were a child. You haven't got any right to tell me where to get off, have you? I earn my own living, don't I?"

"Georgie, Georgie!" Ann pleaded, but now that the torrent was loosed, it was no use trying to stop it.

"I won't stop talking. I've wanted to say these things for a long time, and I'm going to say them all now. You've been trying to make me do things your way, and you don't realize I've got the right to live as I like. It isn't any business of yours. And besides you've got an

(CONTINUED ON PAGE FIVE)

Radio stations of the city area will carry into the homes of listeners the notes of taps in order that all may join in the "minute of memory."

Three night calls also will call to attention the monster Armistice day parade which will march in the Coliseum prior to the dedicating of one of the most original and varied Armistice day celebrations in the country.

VETERANS TO MARCH

In the parade for the first time since its organization members of the reserve officers will form a unit.

Veterans of Belleau Woods, Soissons, St. Mihiel, Champagne and Meuse Argonne battles will units and parade under the colors of the Second division.

Four congressional medal of honor men will mounts and lead the Armistice day parade at San Pedro. The group will have as escorts a company of men who have won the Croix de Guerre, American distinguished service medal, Belgian war medal, Victoria cross, Mons medal, Legion of Honor and Italian war medals.

The San Pedro parade will terminate at Fort MacArthur, where a special military ceremony is to be given by men of the garrison under the command of Colonel Willis G. Peace. After this ceremony the fort will hold open house thus giving visitors a chance to get close-ups of the large coast defense guns.

Fontana post, American Legion will observe Armistice day with a flag raising ceremony in the morning and a football game between high school elevens in the afternoon. A dance will terminate the day's activities in Fontana.

South Bay cities including Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes and surrounding territory will have a joint observance of Armistice day at Redondo. Principal speakers of the day will be Capt. H. E. Insley, Los Angeles, and Capt. C. M. Teser, U. S. navy, commanding the battleship Mississippi.

The American Legion post at Banning will stage the annual automobile races. Legion officials advise racing fans attending the meet to make the trip via Riverside.

Monrovia promises a day of celebration and will attempt to enact a veritable reproduction of the actual celebration which followed first news of the peace pact in 1918.

Catalina Post of the American Legion will be in charge of the Armistice day celebration at Avalon. A parade and general program ranging from services for the dead to joy making is scheduled for the occasion.

War veterans at Fullerton, Portersville, Bakersfield, Huntington Park, Lemoore, Chino, Redlands, Maywood and Brawley all have an-

(CONTINUED ON PAGE THREE)

MUSEUM OF MODERN ART FILM LIBRARY

November 14, 1957

Mr. Guy Croswell Smith,
Les Artistes Associes, S. A.
15 Rue d'Aguesseau,
Paris, France.

Dear Mr. Smith,

On March 9th last the Griffith Corporation entered into a contract with a Dr. Abe Schattner, who gave his address as Wahringestrasse 76, Vienna, Austria, by which agreement he received certain rights to distribute the motion picture "ISN'T LIFE WONDERFUL."

We are desirous of ascertaining, if possible, and without too much trouble, the present whereabouts of Dr. Schattner and whether or not this subject has been exhibited in Germany or Austria by Dr. Schattner or anyone else.

I would therefore appreciate it if at your early convenience you would give this matter your usual attention and advise me of the results of any investigation you may make or cause to be made.

With kindest personal regards and best wishes for your continued success on behalf of the United Artists, I remain

Yours very truly,

RCR KM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

November 14, 1927

Fulton Brylawski, Esq.,
Earle Building,
Washington, D. C.

Dear Mr. Brylawski,

Will you kindly have the enclosed assignment from Lottie Blair Parker to D. W. Griffith, Incorporated properly recorded in the office of the Register of Copyrights and oblige

Yours very truly,

:CR LM
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES OF
HARRIS & TOWNE,
[illegible] BROADWAY, NEW YORK
TELEPHONE [illegible]

PAUL R. TOWNE
RICHARD H. HEINTZE
C. T. VON STEGERMANN
BARLEY W. MERRIAM, 2ND
HARRY B. GUTHRIE, JR.

November 15th, 1927.

Mr. Albert H. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf: RE: EDGEWATER POINT - TRIPP CLOSING

When it came for the time to close this matter, the purchaser, who had not heretofore consulted an attorney, then obtained one, and of course, the attorney stated that he could not close until he had had a title search. He is attempting to rush this and we daily expect to close.

As the property to be conveyed is within the 15,000 an acre area, as contemplated in releases under the mortgages, we figure that there will due as a payment to the mortgagee at the time of the closing for the release, the sum of $12,491.25 based upon a computed area of the four lots - a total of 33,310 square feet. Kindly let us know if these figures jibe with yours, letting us know the exact amount that you consider will be due, together with any expenses, assuming that the closing is to take place on or about November 21st.

We expect to have the final map of Edgewater Point completed within the next week or ten days and then can arrange for the figuring of each plot ahead of time as discussed by the writer with you at his last personal talk at your office.

Thanking you for courtesies extended,

Very truly yours,
HARRIS & TOWNE,
per Barley W. Merriam

WMM:EME

136

United Artists Corporation
729 Seventh Avenue
New York

Office of the President

November 16, 1927

Dear Bert:

I have just talked with Mr. Schenck relative to the subject matter of your letter to United Artists Corporation, attention of Arthur W Kelly, and in which you state" that the Griffith Corporation shall have returned to it the common stock of the United Artists Corporation which has been temporarily delivered to Cap. O'Brien as trustee", and it is Mr. Schenck's thought that the United Artists Corporation should have a reaffirmance by Mr. Griffith and his corporation of the contract that was in dispute at the time that Mr. Griffith entered into the agreement with Famous Players Lasky Corporation. In other words Mr. Griffith should have the same business relations with United Artists as his associates, viz., Mary Pickford, Douglas Fairbanks, Charlie Chaplin, Samuel Goldwyn, Gloria Swanson.

If this meets with your approval, I will be glad to make an early appointment, when we can draw a short reaffirmance and deliver the stock to you.

Very truly yours,

Dennis F. O'Brien

Mr. Albert H.T. Banzhaf,
130 W 42nd Street
New York City

D.F.O'B:FG

LAW OFFICES OF
HARRIS & TOWNE,
61 BROADWAY, NEW YORK
TELEPHONE BOWLING GREEN

PAUL R. TOWNE
RICHARD H. HEINTZEN
J. T. VAN STRANDBERGH
BENJAMIN H. MESSERSMITH
HENRY H. GUTHRIE, JR.

November 16, 1927.

Albert H. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir: RE: EDGEWATER POINT - TRIPP CLOSING

We have just heard from the attorneys for Mr. Tripp in the above matter and the closing is now set for Wednesday the 23rd inst. at 10:30 a.m. at this office.

Will you kindly see that the release is ready at this time?

Very truly yours,
HARRIS & TOWNE,
per Benjamin H. Messersmith

WMM:EME

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

November 17, 1927

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Dear Mr. Griffith:

Herewith copy of letter yesterday sent to the French Ambassador, self-explanatory. We cannot, of course, let the incident pass unnoticed but it will be handled with great care. Our company members very much indeed resent the Ambassador going out of his way in this manner to attack the industry in practically his first speech after he arrived.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

November 16, 1927

To His Excellency,
Hon. Paul Claudel,
The French Ambassador
to the United States,
Ritz Tower,
New York City, N.Y.

My dear Mr. Ambassador:

Just now my attention is called to an article in "The New York Times" of this morning, November sixteenth, "Claudel Criticizes Movies of French". Your opinion, of course, is very important to us and what you say of real consequence, and in view of everything which is being done by the organized industry in America to promote international amity, I hasten to ask if you will kindly advise me as to whether or not this article correctly quotes you. A copy is enclosed. Especially will you please advise if the reference is correct:

> "In the beginning of his address the Ambassador said he had decided 'to tackle a safe subject,' removed from diplomacy and yet of general interest, so he had selected the moving pictures".

Further, I would appreciate very much if I might have the titles of the pictures to which you refer which, in your opinion, creates a situation which warrants the suggestion that:

> "I saw or I was told that in those pictures colonial wars of France, African wars of France, are quite the fashion and generally French soldiers and French officers are represented in a way which is not at all flattering. **** I know also that the movie drama cannot do without villains and as it is difficult to find villains among one's own countrymen it seems better to choose them among people of other nations."

Although the names of no pictures are given in the quoted speech, I am assuming that possibly among those which you have in mind is "Beau Geste" which is, as you know, a story of the Foreign Legion. "Beau Geste" is, of course, a very famous picture, most highly proclaimed as such. It is of this picture that Lord Beaverbrook recently in a letter to the editor of his paper, "The London Daily Express", wrote:

> "There is a great deal of criticism of American films published in England. Particularly it is asserted, often in violent terms, that Americans make use of their opportunities in this

direction to spread their own propaganda. Therefore, when an American film with a powerful and moving balance in favor of Great Britain reaches this country we here ought to make due and public acknowledgment of the fact.

"I refer to the film 'Beau Geste' which presents a most favorable view of British character in the form of excellent entertainment.

"We owe this production to Mr. Zukor of New York, who is famous for his friendship to British institutions."

Too, you may be interested in a letter written by Mr. P. C. Wren, the author of the book "Beau Geste", to Mr. Herbert Brenon, who directed the picture:

"Well -- it is the finest film I have ever seen in my life, and you are the greatest, most artistic, cleverest and most indomitable producer the world has yet seen. This sounds crude and fulsome flattery. It is, nevertheless, my honest opinion, and from some points of view there is nobody who is better qualified to hold an opinion on the subject -- for there is nobody else who knew Lejaune, the Gestes, Boldini, Hank and Buddy, and the Legionaires of Zinderneuf.

"It was an astonishing thing to me, incredible and awe-inspiring, to see those people looking and behaving and speaking almost exactly as they did in life -- and in almost identical surroundings. ****

"It is a great answer to the critics who say that nothing non-American can come out of American production, and that all American films must glorify America and American institutions while casting ridicule and contempt upon those of other countries."

It is suggested frequently that one element of estimate of a picture is how it may faithfully reproduce the story as written by the author.

Of course, you must realize that your observations present to us a very serious aspect. It is the very earnest purpose of the members of this Association that in the motion pictures which they produce or distribute there shall be nothing which in any way offends the nationals of any country. Indeed, it is our purpose so sympathetically to portray the nationals of each country to the nationals of every other country that they shall come to understand each other's ideas and ideals, believing that when men understand each other they do not hate, and when they do not hate they do not

same way. We are utterly committed to the purpose of developing the film to its maximum usefulness as an instrument of international amity.

At a recent Trade Practice Conference of the Motion Picture Industry, held under the auspices of the Federal Trade Commission, where every branch of the industry was represented, a resolution was unanimously adopted, endorsing the policy of motion picture producers, which has been in effect for several years, barring from all American-made pictures, "wilful offense to any nation, race or creed", and it was resolved that special care be exercised "to the end that good taste may be emphasized in picturizing international relations, avoiding the picturizing in an unfavorable light of other countries' religion, history, institutions, prominent people and citizenry".

To this end we are in constant touch with the different embassies and legations in Washington. Frequently the foreign ministers accredited to Washington, as well as the other representatives of the Diplomatic Corps and Consular Service, confer with us here respecting scenarios and finished pictures. You must know of the very fine production, "The Hunchback of Notre Dame", which was highly praised throughout its long run in the motion picture theatres of France.

Before the pictures leave the studios, before they are exhibited anywhere, we try very earnestly to see that they are thoroughly unobjectionable, and to that end have placed one of our own direct representatives in Hollywood who is constantly in touch with the work that is going on in the different studios so that those in charge of production may be informed, while yet the pictures are being made, of the things which might tend to cause ill-feeling among the nationals of any country.

The motion picture industry of France is working closely with the American industry. In this connection, Dr. Marcel Knecht, General Secretary of Le Matin, at the time of his visit to this country last year, as chairman of the French Delegation to the United States, made a statement as follows:

> "Instead of criticizing too often each other's productions, we should keep more in contact, and I am convinced that the American motion picture industry, affectionately welcomed in France, will become here a devoted and unselfish sister for our good motion picture industry."

American motion picture producers have been quick to recognize the best in French motion picture production and have cooperated in the distribution of French pictures in the United States. Among these pictures are, as you know, "Michael Strogoff", "Napoleon and Josephine", "Tillers of the Soil" and "Les Miserables", etc.

While today there is little to apologize for and very much to be proud of in motion pictures, there is yet much to be done. Everything can be developed rightly if you and others like you give us your understanding, your appreciation for what has been done, your

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sympathy with our problems and your constructive advice and suggestions. In the meantime, I will appreciate it very much if you will let me have the names of the pictures to which you refer.

With kindest personal regards, and best wishes always, I am

Sincerely yours,

lab

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A. MOSCO
ROME (20)
VIA VALERIO 11-13
Telegr. MOSCO
Telef. 81-047

Code A.B.C. 5th

Rome, November 17th 1927.

D.W.GRIFFITH INCORPORATED,
1476 Broadway,
NEW YORK.-

Dear Sirs,

We have received your invoice of October 17th regarding a certain number of posters of the film "Two Orphans" which you have sent to Bucharest and we thank you very much.

We beg to enclose you herewith a check on New York for the amount of $12.08.-covering the sum mentionned in your invoice.

WAY DOWN EAST.- We kindly ask you to order for our account one print of the above named film with flash titles, sending us same to Genoa or Naples against payment of its cost. We hope that you shall not have any difficulty to send us the print c.o.d. and you may be sure that as soon as the forwarding agent will announce us the arrival of the film we will pay the amount of your invoice.

BROKEN BLOSSOMS.- We eventually could make a re-issue of this films in Italy and we kindly ask you to let us know the price you ask for the rights. Naturally we must get the negative in Rome in order to print the copies which we shall need because otherwise we will have to pay a lot of money on duty.

Awaiting your kind reply, We beg to remain, Dear Sirs,

Yours very truly,

P.p.A.Mosco,
Constantin Patin

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

November 17, 1927

WILL H. HAYS
PRESIDENT

CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

Mr. D. W. Griffith
D. W. Griffith, Inc.
1107 Longacre Bldg.
New York City

Dear Mr. Griffith:

The newspapers of yesterday, November 16, 1927, carried the following:

> "At the luncheon in New York yesterday commemorating Brazilian Day, the Brazilian Ambassador spoke 'a friendly warning' to American moving picture companies, referring to a protest made by a well-known Brazilian in New York against a film depicting life in Rio de Janeiro.
>
> "The picture of which he declined to disclose the title, it was said, showed Rio de Janeiro as 'a dismal and squalid village, with the inhabitants having apparently no other occupation than playing and dancing the tango at all hours of the day and night, while our Portuguese language seemed to be entirely unknown in Brazil.'....
>
> "'The sense of fairness of Americans', he said, 'their inborn feeling of accuracy and fair play, as well as their kindness toward their friends abroad, will contrive, I am sure, to put these exceptional features in better working order.'"

The care necessary in these foreign situations, of course, cannot be overestimated. The particular picture referred to, which was "The Girl from Rio", was not made by a member of our Association. It was followed, of course, with Colonel Joy on the Coast.

The objection of the Brazilian authorities to it was first called to my attention on October 19, 1927, by the Director-General of the Pan American Union. Immediately I wrote to the Brazilian Ambassador under date of October 25, 1927, as per attached copy marked "Exhibit 1". This brought a reply from him, copy attached marked "Exhibit 2". To this I replied on November 4, 1927, copy attached marked "Exhibit 3".

I will be glad if you will read these copies.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

hmh

Exhibit 3

COPY

November 4, 1927.

Your Excellency:

I have your letter of October twenty-eighth and am very glad indeed to hear from you.

Notwithstanding the fact that the company producing the motion picture "The Girl from Rio" is not a member of our association, I have written to our representative in Hollywood asking him to take this matter up with the producer of the film to see what can be done to change the treatment of this subject so that it will no longer offend anyone, whether in this country or in Brazil.

It is the very earnest purpose of the members of this association that in the pictures which they produce not only shall the nationals of every country be portrayed truthfully to the nationals of every other country, but that in the picturizations shall occur nothing which could cause the slightest offense to the people of the country portrayed. It is our firm conviction that thus shall the peoples of the world come the better to understand each other, that when men understand each other they do not hate, and when they do not hate they do not make war.

Always I shall be pleased indeed to have you write me, either about motion pictures or about any matter in which we here can be of service.

With kindest personal regards, and assurance of my highest esteem, I am

Very sincerely yours,

WILL H. HAYS

His Excellency
The Ambassador of Brazil,
Senhor Dom S. Gurgal do Amaral
1704 Eighteenth Street, N.W.,
Washington, D.C.

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Exhibit 2

Brazilian Embassy

Washington, October 28, 1927.

My dear sir:

Be pleased to accept my best thanks for your most obliging letter of the 25th instant, concerning some remarks I wrote to our friend Mr. Rowe, Director of the Pan American Union, in connection with a film which to my mind, and in the opinion of several of my countrymen, is objectionable in so far as it tries to depict some aspects of Brazilian life which are in direct contradiction with the advancement of our country and its customs and social level.

I have not precisely received written complaints against the film entitled "The Girl from Rio", but I have heard private comments against it made by several of my countrymen.

A real complaint was publicly made by a Brazilian gentleman who lives in New York, Sr. Francisco Silva. His letter criticising and taking exception with some vehemence to the film "The Girl from Rio" was published in the New York Times of October 9th, a copy of which letter I am glad to send to you herewith.

The letter of Sr. Francisco Silva is very much to the point and I have no doubt but that after reading it you will realize, in your enlightened mind, the character of the grievance of the Brazilians as voiced by Sr. Silva.

"The Girl from Rio" is not actually offensive to Brazil. It seems that there is nothing in it that might be construed as deliberately unfriendly to us, but it appears also that the conception of the film is altogether unreal, and, independent of the fact that the producer or producers did not actually mean to be disparaging to our country, the impression that it conveys to the large audiences of the United States and of countries abroad will be decidedly misleading. As you know, Brazil is a great field for the American film productions and you may be assured that if "The Girl from Rio" were exhibited in any Brazilian moving picture theater, the Brazilians would find the greatest difficulty in understanding the aspects of Brazilian life as presented by the film, and would resent, most naturally, such a distorted view, - such a fantastic and extravagant display of inaccuracy.

It was not only a Brazilian who commented resentfully against the film "The Girl from Rio". I have received just now a clipping from a newspaper of Norfolk, Virginia, with the following editorial comment:

"RIO IS RILED. The two most beautiful Atlantic harbors in the New World are probably those of Hampton Roads and Rio de Janeiro. At least the community of interest born of this fact would move us

Hon. Will H. Hays, President,
Motion Picture Producers & Distributors of America, Inc.,
469 Fifth Avenue,
New York, N.Y.

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to sympathize with Rio de Janeiro in its protest against the libels perpetrated against it in "The Girl from Rio", a celluloid drama fresh from the Hollywood studios. Rio de Janeiro is a modern city of a million and a half inhabitants. It enjoys the most advanced sanitation and the most exquisite cleanliness. It boasts superb hotels, boulevards and parks, and a setting of supreme natural beauty. Its language is Portuguese. Naturally, in these circumstances, Brazilians in New York, where "The Girl from Rio" is being exhibited, object to the representation of Rio de Janeiro as a Spanish village with dark alleys, where Spanish is spoken and the tango is the chief occupation of the inhabitants. For North Americans to be as ignorant as many of them are concerning this vast, rich and powerful sister country is no credit to them. For our movie impresarios to picture Rio de Janeiro as a Spanish village is so ludicrous as to have Europeans insist that wild Indians still go whooping down our city streets and that all Americans eat pie for breakfast."

I see in one of the paragraphs of your letter to Dr. Rowe that the company which produced "The Girl from Rio" is not a member of your Association. I am sorry to know that this is the case, because otherwise I would have no doubt but that you, whose directness and good will have been plentifully shown in your letters to Dr. Rowe and to myself, would curtail immediately a film which, to say the least, is an exhibition of misplacement of artistic verisimilitude. As Glanvill said: "Verisimilitude and opinion are an easy purchase; but true knowledge is dear and difficult".

Perhaps the producing company, better advised, will see to it that the film is either suppressed or at least that the title, as well as the environment with the accompanying screen literature, are changed to a place more suitable to a Spanish village moving picture tale.

The unpleasantness of the subject put aside, I am glad, my dear sir, to have this occasion presented to be in correspondence with you, and if at any time I can render some service to you at this Embassy you may be assured that my attention will be given to it most devotedly.

With the expression of my heartfelt thanks for your courtesy, believe me, my dear sir,

Very sincerely yours,

S. GURGEL DO AMARAL
Brazilian Ambassador to the
United States of America.

The New York Times, October 8th, 1937

FILM SLIGHT IS PROTESTED BY BRAZILIAN

To the Editor of The New York Times:

Nothing seems to satisfy so much the average movie fan in this country as a feature ridiculing a foreign land. The producers, therefore obey this unmentionable commandment and are always on the safe side, as the picture is never shown without the necessary changes in its subtitles when exported to the country so maliciously portrayed. But here in this country remains the erroneous conception created by the Hollywood settings, and many millions of Americans continue believing that civilization of mankind was begun in Manhattan and has not yet gone beyond the boundaries of the United States.

It is for this reason that once more I bring to the columns of your paper my protest against a motion picture depicting my country in the usual pernicious way. It is a yarn entitled "The Girl from Rio" in which Rio de Janeiro is again presented with the irritating environment of a Spanish village, where Spanish is spoken and the tango is the sole occupation of its inhabitants.

The story is about a British merchant who goes to Brazil to close a transaction of a million bags of coffee. Although he goes there on such an important mission, we see him in the capital of Brazil in the most humble and miserable surroundings, apparently because Rio de Janeiro has no hotels, as if that modern city did not have all the up-to-date comforts for those who can afford them. While no actual scenes of Rio are shown, some dark, narrow, slummy alleys depict the streets of the Brazilian capital.

The main character in the picture, "the biggest man in Rio", bears the name of an authentic prominent Brazilian of that city, well known in the coffee business circles. It seems to be too much coincidence that this choice of name was incidental and, owing to the role he plays, this point is very harmful to his good reputation.

To the director of this picture and to those who may have had their minds swayed by these reels of absurdity, I wish to say the following: Rio de Janeiro is a city of nearly a million and a half inhabitants, a very large business centre as modern as any city in this or in any other country.

Rio de Janeiro, however, is not the only large city in Brazil. There are many of them with populations of over 200,000. The City of Sao Paulo, for instance, has nearly a million inhabitants and is considered the most industrial city in Latin America and one of the most promising business centres in the world. If skyscrapers are synonymous with civilization I may as well add that Sao Paulo has several buildings of ten, twelve and fourteen stories and a twenty-seven-story building well under construction. Portuguese is the language spoken in Brazil. Spanish is not spoken at all, most of the Brazilians refusing to understand it and considering no compliment to be addressed but in their language. Motion picture producers and Americans in general

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who wish to gather more facts about Brazil can find good sources of information at the Brazilian Consulates and at the public libraries. There are several good books about Brazil written by well-known Americans, and others are being published every year, apparently by broad-minded authors who see the need of showing to others the greatness and the possibilities existing also outside of the United States.

The motion picture could be used as the best medium for the building of international good-will. I, for one, however, regret that a few mercenary minds, looking only for the box office profits, overlook the fact that they create an erroneous conception in millions of minds and foster a feeling of antagonism toward this whole country.

(Signed) FRANCISCO SILVA, Jr.

New York, Sept. 27, 1927.

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COPY

October 29, 1937.

Hon. L. S. Rowe, Director General,
Pan American Union,
Washington, D.C.

Dear Mr. Rowe:

Absence has delayed an earlier reply to your letter of the nineteenth. I am glad to have you write me about this or any matter. I have not seen personally the picture mentioned and, in fact, it is produced by a company not a member of this Association. However, we are, as you know, going to great lengths to see that none of the pictures offends the nationals of any country but, on the contrary, that they affirmatively build international understanding and consequent friendship. I am writing to His Excellency, The Ambassador of Brazil, forthwith as per enclosed copy. I appreciate your calling the matter to our attention.

With kindest personal regards, I am

Sincerely yours,

WILL H. HAYS.

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Exhibit 1

COPY

October 28, 1937.

Your Excellency:

Just now we have a letter from Hon. L. S. Rowe, Director General of the Pan American Union, copy of which is enclosed. To this I replied as per enclosed copy. I appreciate the Director General's kindness in calling our attention to this and am very glad to take up the matter. The first step in this, probably, would be for you to send to us a memorandum of the complaints you have received, or copies of them, outlining if possible, too, the incidents in the picture which are in the opinion of anyone offensive. In the meantime, we will see the picture. Kindly send these complaints right away and we will follow it up very vigorously.

With assurance of my highest personal esteem, I am

Sincerely yours

WILL H. HAYS

His Excellency,
The Ambassador of Brazil,
Senhor Dom S. Gurgel do Amaral
1704 Eighteenth Street, N.W.,
Washington, D.C.

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6671

THE DIRECTOR GENERAL
PAN AMERICAN UNION
WASHINGTON D C

October 19, 1937.

My dear General:

I am taking the liberty of writing to you relative to a matter which has greatly disturbed His Excellency, the Ambassador of Brazil at Washington, Hon. S. Gurgel do Amaral.

It seems that he has received a large number of protests from his fellow-countrymen relative to a film entitled "The Girl from Rio." It seems that this film gives a totally distorted view of Brazilian life and has aroused feeling both here and in Brazil. I have not had the opportunity to see this film but am wondering whether you would be good enough to look into the matter and if possible, write a letter to His Excellency, the Ambassador. I am certain that it would be greatly appreciated. His full name and address is as follows:

His Excellency,
The Ambassador of Brazil
Senhor Don S. Gurgel do Amaral
1704 Eighteenth Street, N.W.,
Washington, D.C.

Thanking you for your kindness in this matter, I am

Sincerely yours,

(Signed) L. S. Rowe

Hon. Will H. Hays,
Motion Picture Producers & Distributors of America, Inc.,
469 Fifth Avenue, New York, N.Y.

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Form 1009

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

BY DIRECT WIRE FROM

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
DLR	Day Letter
NLT	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
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143 SS 15

NEWYORK NY 550PM NOV 15 1927

D W GRIFFITH

HOLLYWOOD CALIF

SUGGEST FOLLOWING TITLE BLOOD AND PRIDE OR BLOOD AND HONOR WIRE ME YOUR THOUGHT REGARDS

JOSEPH M SCHENCK

316PM

213

November 18th 1927.

Mr. Dennis F. O'Brien,
162 East 42nd Street,
New York City.

Dear Cap:

I am enclosing herewith contract had between the Art Cinema Corporation, Mr. Griffith and D.W.Griffith Incorporated under date of April 19th last. I call your attention specifically to Page 43 Article 13 and Page 46 Paragraph 3, and the subsequent paragraph regarding the escrow stock. This, together with the copy of the contract which you have between Mr. Griffith and the United Artists Corporation relative to the Griffith stock covers the Griffith Company's common stock in the United Artists Corporation.

Any further data you desire with reference to this matter please let me know.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

November 21, 1927

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
1476 Broadway,
New York City, N. Y.

Dear Mr. Griffith:

Referring to my letter to you of the seventeenth with which was enclosed copy of my letter of the sixteenth to the French Ambassador.

Herewith is copy of letter received this morning from Hon. Frank B. Kellogg, Secretary of State, self-explanatory. I had sent him copy of my letter to the French Ambassador to keep the State Department advised of the situation. You will want to keep this with the copy of my letter to the Ambassador which you have.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

ADDRESS OFFICIAL COMMUNICATIONS TO
THE SECRETARY OF STATE
WASHINGTON, D.C.

DEPARTMENT OF STATE
WASHINGTON

November 19, 1927.

Dear Mr. Hays:

I have received your letter of November 17th with its enclosure, a copy of your letter to the French Ambassador on the subject of his speech in New York. It seems to me that there is little that need be said as your letter covers the ground fully.

Mr. Castle tells me that he knew the outline of the main portions of the speech before it was delivered, but that in the outline given him orally there was no mention of films. He thinks that the Ambassador introduced the subject of films merely to lead up to what he really wanted to say and that it never occurred to him that this introduction would receive any particular notice. It is probable that the Ambassador had in mind only "Beau Geste," which the French have always disliked, and I think that your letter should have the effect of explaining that film

The Honorable
Will H. Hays,
Motion Picture Producers and
Distributors of America, Incorporated,
469 Fifth Avenue,
New York City.

film and that it should also give him a better understanding of the standards which your Association tries to maintain.

Sincerely yours,

Jno. B Kellogg

November 21st 1927.

Mr. Dennis F. O'Brien,
Vice-President, United Artists Corporation,
168 West 48nd Street,
New York City.

Dear Cap:

Replying to your letter of November 16th 1927 relative to the Griffith Corporation's common stock of the United Artists Corporation which you hold as trustee, I beg to advise that when the preferred stock of the United Artists Corporation is paid for in full as per the terms of my letter to Mr. Arthur Kelly, of October 19th 1927, that the common stock standing in the name of the Griffith Corporation which you hold as trustee should be delivered to the Griffith Corporation, any other agreements to the contrary that may be had by the Griffith Corporation either with the United Artists Corporation or with Art Cinema, or Mr. Schenck, notwithstanding.

It should be further understood that in the event the United Artists Corporation and the producer-owners should come to the conclusion that it would be unnecessary to complete the entire subscription for the preferred stock that in that event the common stock be delivered a s though the entire subscription price had been paid, and further in the event that the Griffith Corporation should become insolvent, or otherwise be unable to complete the subscription for the full payment of the preferred stock that then and in that event the Griffith Corporation shall be entitled to that portion of common stock which is represented by the amount of preferred stock which the Griffith Corporation shall have paid for in full at the time of its financial inability to carry out its subscription agreement. For instance since we originally paid for $30,000. of the preferred stock and have just recently paid $20,000. more, which represents 50% of our entire preferred stock subscription and we should therefore to date be entitled to 50% of the common stock.

I am sure this latter contingency will not happen and it is the first time I have mentioned it to you, but I believe it is proper that such should be the understanding.

If this letter meets with your approval in form and substance you may treat this as the final and complete understanding of the parties mentioned relative to the United Artists Corporation common stock standing in the name of the Griffith Corporation and held by you as Trustee, as aforesaid.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM

This AGREEMENT made and entered into this 21st day of November 1927, by and between D. W. GRIFFITH INCORPORATED, having its office at 1476 Broadway, Borough of Manhattan, City and State of New York, hereinafter for convenience sake called the Corporation, the party of the first part, and KARL STRUSS, party of the second part, hereinafter for convenience called the Artist:

W I T N E S S E T H :

For the consideration of the sum of One ($1.00) Dollar, lawful money of the United States of America, by each of the parties hereto paid to the other, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is hereby understood and agreed as follows:

FIRST: The Corporation hereby engages and employs the Artist as a motion picture photographer to engage and take part in the production of motion pictures as the Corporation shall see fit and wherever the Corporation may reasonably see fit, such employment to begin with the date of this AGREEMENT and to continue for the following periods at the remuneration hereinafter stated, viz:

Commencing with the date of this AGREEMENT and continuing until the first camera day of the first production (following the date of this AGREEMENT) directed and/or produced by MR. D. W. GRIFFITH, or by such individual, firm or corporation to whom the Artist is rented out in accordance with Clause "Sixth" of this AGREEMENT, during which period the Artist shall receive the weekly salary of Three Hundred Fifty ($350.) Dollars, continuing for the further period of six (6) months after said first camera day during which six

months' period the Artist shall receive the weekly salary of Four Hundred ($400.) Dollars.

SECOND: The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months, commencing at the expiration of the principal period as hereinbefore specified, at a weekly salary of Four Hundred Fifty ($450.) Dollars per week.

The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, provided the Corporation shall have exercised the same at a weekly salary of Five Hundred ($500.) Dollars per week.

The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, and provided the Corporation shall have exercised the same at the weekly salary of Five Hundred Fifty ($550.) Dollars per week.

The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, and provided the Corporation shall have exercised the same at the weekly salary of Six Hundred ($600.) Dollars per week.

The Corporation may execute any of the foregoing options provided it shall have availed itself of

of the option granted by the Artist for the period preceding the same by giving to the Artist a written notice of its intention so to do not less than thirty days prior to the date for the commencement of such optional period. Said notice shall be given by mailing the same to the Artist, addressed to him at the studio or to his last known address or by delivering the same to him personally, and thereupon the Artist and the Corporation shall be obligated to each other for the said optional period upon the terms and conditions herein provided.

THIRD: The Artist accepts such employment and promises and agrees to take part in the manufacture and production of motion pictures by the Corporation as herein described for the compensation above mentioned and as so ordered by the Corporation or its authorized agent. The Artist shall attend daily during the established working hours for the performance of his duties at whatever studio or studios or elsewhere he may be requested to do so by the Corporation.

FOURTH: The Artist agrees that during the life of this contract all his talents and services shall be exclusively devoted to the benefit of the Corporation, and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the production of those motion pictures in which he takes part.

It is further mutually understood and agreed that the Artist's services are extraordinary and unique and not replaceable, and that there is no adequate remedy at law for a breach of this AGREEMENT by the Artist, therefore the Corporation, in the event of such breach by the Artist, shall be entitled to equitable relief by way of injunction or otherwise.

FIFTH: The parties hereto agree that during the life of this AGREEMENT any ideas or inventions or contributions to the art of photography made or perfected by the Artist shall become the sole and exclusive property of the Corporation.

SIXTH: Furthermore, it is agreed and understood that if at any time during the life of this contract the Corporation should see fit, the Artist's services may be rented out, or what is commonly termed in the industry, "farmed out" to any corporation or individual, and the Artist agrees to render such services to the corporation or individual aforesaid in the same manner as is described in this AGREEMENT.

It is agreed that the Artist shall receive one half of any profit to the Corporation arising from farming the Artist out as described in this clause, it being understood that the profit shall represent the amounts received for the Artist's services in excess of the salary paid the Artist during the period for which the Corporation is paid such amounts and after all salaries paid to the Artist by the Corporation for the time during which the Artist's services are not used have been deducted.

SEVENTH: It is hereby mutually understood and agreed that the Artist is to furnish his own camera or cameras and any and all regular photographic equipment customarily used by photographers in the industry. However, this does not include any unusual equipment for special effects. No liability shall attach to the corporation for any loss, damage or injury to said equipment.

EIGHTH: It is understood and agreed that the Artist shall have full screen credit on each production which he photographs. Screen credit shall be understood to mean that the Artist's name shall appear individually on the screen following the Director's credit title whenever possible, and if not possible, in the most prominent place following the

Director's credit title that is possible.

NINTH: This AGREEMENT is deemed to be in lieu and place of any other agreement now existing or heretofore existing between the Artist and Mr. D. W. Griffith and/or the Corporation, such agreements being by this AGREEMENT terminated and declared at an end.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT the day and year first written above.

D. W. GRIFFITH, INCORPORATED

Attest: Albert W. Thompson
Secretary

By D. W. Griffith

Earl Struss (L.S.)

D. W. GRIFFITH, INCORPORATED

and

KARL STRUSS

AGREEMENT

Jan 31, 1929

November 28nd 19[illegible].

Mr. B. Frank Levey,
310 W. 99th Street,
New York City.

Dear Mr. Levey:

My client, D.W.Griffith Incorporated, has placed in my hands for collection their claim against you in the total amount of $125.31 for telephone services and calls made by you while you occupied part of the office space of my client at 1476 Broadway. This claim has been open for over four months and it is important that you send me a check for the above amount by return mail.

If I do not receive the same by Monday, November 28th at the latest I shall be compelled to follow my client's instructions and commence suit against you for the recovery thereof and any and all expenses that may be entailed in so doing.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE MURRAY HILL 8000-8009 CABLE ADDRESS "BEGMAN" NEW YORK

NEWGASS, NAYFACK & WALDHEIM
ATTORNEYS AND COUNSELLORS AT LAW
300 MADISON AVENUE

GEORGE M. NEWGASS
BERTRAM S. NAYFACK
FRANKLIN WALDHEIM

NEW YORK

November 22nd, 1927.

D. W. Griffith,
United Artists Studios,
7200 Santa Monica Boulevard,
Los Angeles, California.

Dear Mr. Griffith:

Enclosed please find our report relative to the copyright situation concerning which we wired you on November 17th.

For the completeness of our files on this subject, will you please advise us at your convenience, of any steps you may take in contemplation of the copyright situation.

With kindest regards,

Sincerely yours,

Bertram S. Nayfack

BSN:MLJ
Encls.

Room 1012, 110 William Street,
New York City, November 22,1927.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Attention- Mr. Gray.

Dear Sir:-

I should greatly appreciate information regarding the procurability of "Birth of a Nation" and "Broken Blossoms" for presentation in a suburban theater, and the rental per day of said pictures.

Very truly yours,

Richard Gray.

RGL:HR

November 22, 1927.

Mr. H. Levy,
Room 1012,
110 William Street,
New York, N. Y.

Dear Sir,

Replying to your letter of November 22nd to our Mr. Grey, we wish to advise that "Broken Blossoms" has been taken off the market in the United States.

The United Artists Corporation, 729 Seventh Ave., N. Y. City is booking "The Birth of a Nation" and we suggest that you communicate with them regarding the possibility of obtaining same for exhibition.

Very truly yours,

D. W. Griffith, Inc.

BANZHAF & PENNELETON
COUNSELLORS AT LAW
RUSH TRADING BUILDING
130 WEST 42D STREET
NEW YORK

ALBERT H. T. BANZHAF
JOHN H. PENNELETON

TELEPHONE
WISCONSIN 7-0800
CABLE ADDRESS
"BANZHAF"

November 23rd 1927.

Miss G.M. Conway,
c/o D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Miss Conway:

I am enclosing herewith check to the order of D.W.Griffith Incorporated for $78,500 in payment of release of Lots #61, 62, 63 and 64 from Edgewater Point, Inc. mortgage.

Released

I understand this fund is to be deposited in the Savings Dept. of the Hamilton National Bank.

Very truly yours,

Albert H. T. Banzhaf

AHTB:GDM
Enc.

---

264. Summons (Sec. 20 of New Mun. Ct., Act.)

M. L. Goldman, Law Blank Printer and S
87 Nassau Street, Room 216, New Yo

Municipal Court of the City of New York

Borough of MANHATTAN - NINTH District

D. W. GRIFFITH INCORPORATED,

Plaintiff,

vs.

MILGUS REALTY CORPORATION,

Defendant.

Plaintiff's Address

1476 Broadway, New York City.

SUMMONS

To the above named defendant:

You are hereby summoned to appear in this action in the Municipal Court of the City of New York, Borough of Manhattan-Ninth District, before the Clerk of the said Court at his office at 624 Madison Avenue, in the Borough of Manhattan, in the City of New York, within five days after the service of this summons upon you, exclusive of the day of service, and to make answer to the complaint; and if you fail to make answer, judgment will be taken against you for the sum of $ 97.00 with interest thereon as set forth in the complaint, together with the costs of this action.

Dated, New York City, the 23rd day of November, 19 27.

ALBERT H. T. BANZHAF,
Attorney for Plaintiff,

Office and Post Office Address
130 West 42nd Street,

Borough of Manhattan, City of New York

The nature and substance of the defendant's current herein is:

Affidavit of service on Individual (s)

State of New York, County of ss:

being duly sworn, deposes and says that on the day of 19 , at No.

in the Borough of City of New York, he served the within Summons and Complaint on

the Defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; deponent knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 18 years and not a party to the action.

Sworn to before me this
day of 19

Commissioner of Deeds, City of New York,
Notary Public, County of

Affidavit of service on a Corporation

City and State of New York, County of ss:

being duly sworn, deposes and says that on the day of 19 , at No.

in the Borough of City of New York, he served the within summons and complaint on

a corporation, the defendant therein named by delivering to and leaving a true copy of

each thereof personally with

an officer of said corporation to wit, its

deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein, and knew said

such officer thereof; deponent is over the age years and not a party to the action.

Sworn to before me this
day of 19

Commissioner of Deeds, City of New York,
Notary Public, County of

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Vol. Fol.

Municipal Court
OF THE CITY OF NEW YORK

Borough of MANHATTAN

SIXTH District.

D.W. GRIFFITH INCORPORATED,

Plaintiff

-against-

MILGIS REALTY CORPORATION,

Defendant

SUMMONS.

COMPLAINT

A statement of the nature and substance of the plaintiff's cause of action is as follows:

ALBERT H. T. MANZAF,

Attorney for Plaintiff,

Office and Post Office Address

130 West 42nd Street,

Borough of Manhattan, City of New York

615 - 22nd St. NW.,

Washington, D.C., Nov. 28, 1927.

Miss Conway,
% D. W. Griffith,
Longacre Bldg.,
42nd & Broadway,
New York City.

Dear Miss Conway:

I am enclosing a letter to Mr. Griffith and hope you will forward it to him promptly. I am writing him about the subject we have discussed of his making a picture of the South, using some of my material for the same.

I will appreciate your sending it on and will hope for the best.

Your friend,

Mrs Susan Lawrence Davis

Susan Lawrence Davis.

613 - 22nd St., NW.
Washington, D.C., Nov. 23, 1927.

Mr. D. W. Griffith,
Longacre Bldg.,
42nd & Broadway,
New York City.

My dear Mr. Griffith:

You will recall my visit sometime ago when I discussed with you the dream I have that you will use the material I have for a picture of the history of the South. I have had it suggested to me that if Miss Anne Nichols would assist me in dramatizing the story and in financing it for you that it would enable you to make my dream come true. Having heard that you too had wished for years to make a historical picture of the South, I hope you will be able to use the material I have compiled for that purpose. Of course, I am anxious to have it done as soon as possible, as I am no longer young and have spent a number of years in selecting unique and hitherto unpublished events in the history of the South.

You will recall that I gave you a copy of the history of one period--1865 to 1877--which is the only period of my history story that I have had published except in newspapers and magazine articles. This history is entitled "Authentic History of the Ku Klux Klan, 1865-1877", and I feel that no one could make a picture including that movement except you, as I know no picture could compete with "The Birth of a Nation" but I feel that you might work in some of the real history which would not conflict with the romance on which your Birth of a Nation is based. I feel as all other Southerners do, as well as Northerners, that the Birth of a Nation has done more to conciliate the two sections than all other agencies combined, and yet I find that they do not realize that the romance contained in the Clansman from which your picture was made is anything but a romance, and I feel that all bitterness would be wiped out if other sections realized fully the injustice often done us in the histories used by them.

I received many commendations on my above named history, and all of them expressed the feeling that had this history been published many years ago, that much of the sectional bitterness would have been ameliorated.

I am sending this letter to your New York office.

Thanking you in advance for any assistance you may give me, I am

Very sincerely your friend,

Miss Susan Lawrence Davis

Susan Lawrence Davis.

LAW OFFICES
FULTON BRYLAWSKI
Earle Building
WASHINGTON, D. C.

TELEPHONES MAIN 000-000
MAIN 0001

November 24, 1937

A.H.T. Banshaf, Esq.,
130 West 42d St.,
New York.

Dear Mr. Banshaf:

Enclosed please find assignment re HAT LAWN HAIT which has been duly recorded in the Copyright Office.

Very truly yours,

William Bryslawski

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November 28, 1947

Mr. A. Griffith Gray,
Paramount Building,
New York, N.Y.

Dear Sir,

I enclose summons and complaint which we intend to serve upon the Milgus Realty Corporation in connection with non-payment of rent under their sub-lease of offices Nos. 1108 and 1109.

If there is any further information you desire about this matter, I am sure Miss Conway will be able to give it to you.

Will you kindly read this complaint and verify it before a Notary Public, signing your name where your initials appear and then return to me for further action.

Yours very truly,

RCR KM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

74

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 1000

United Artists Corporation

JOSEPH M. SCHENCK
CHARMAN BOARD OF DIRECTORS
MARY PICKFORD
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

November 28th, 1927

Mr. A. Richter,
c/o Albert H. T. Sassoon,
150 West 42nd Street,
New York City.

Dear Mr. Richter:-

We are enclosing herewith for your information copy of letter from Messrs. Krisel & Krisel, our Shanghai agents, dated October 15th, together with copies of correspondence to which they refer regarding the pirated copy of "INTOLERANCE" in China.

With kindest regards,

Yours very sincerely,

UNITED ARTISTS CORPORATION

T. P. Mulvoney

Foreign Sales Manager.

TPM:WG

CONFIRMATION COPY

KRISEL & KRISEL
SHANGHAI, CHINA

October 12th,1927

Messrs. United Artists Corporation,
Tokyo, Japan.

Dear Sirs, Re: Pirated Copy of " INTOLERANCE"

While our Mr. A. Krisel was at the home office in New York city last August you telegraphed to New York reporting the exhibition of an old print of " INTOLERANCE" under the names of " MOTHER & THE LAW" and " THE FALL OF BABYLON " by the American Firm of Andersen, Meyer & Co. Ltd. at Harbin.

We understand that the home office investigated the question of this print of " INTOLERANCE" at the D.W.Griffiths Company and learned that exhibition rights for the print of "INTOLERANCE" had expired both in Japan and China. Unfortunately, there was no record of the name of the Lessee in either of these countries. Our Mr. A. Krisel was aware of the fact that the Hongkong Amusements Ltd. were at one time the Lessees of the picture " INTOLERANCE" for China and, accordingly, instructed his office in Shanghai to ascertain from the Hongkong Amusements Ltd. whether or not it was their copy of " INTOLERANCE" that was being used in Harbin. A copy of the Hongkong Amusement Ltd. reply dated 14th September 1927, is attached hereto and needs no further explanation.

While we were very much inclined to doubt the report that a firm such as Andersen, Meyer & Co. would attempt to exhibit a pirated copy of " INTOLERANCE", we, nevertheless wrote to the head office in Shanghai and now attach hereto copies of correspondence had with this firm.

Inasmuch as we understand that Mr.Johanssen was personally in Harbin and obtained this information we would suggest that you give us Mr.Johanssen's full report on the matter, particularly indicating how the firm of Andersen, Meyer & Co. Ltd. were connected with this matter. It appears to us that it may have been an employee of Andersen, Meyer & Co. Ltd. who attempted this nefarious business and if this is the case we believe the home office would be very interested in having us persue the matter and submit sufficent proof to Andersen, Meyer & Co. Ltd. which should result in the dismissal of any such employee or employees at Harbin.

Faithfully yours,

CONFIRMATION COPY

KRIEGL & KRIEGL
SHANGHAI, CHINA

October 12th, 1927

Messrs. Andersen, Meyer & Co. Ltd.,
4-6 Wuen Ming Tuen Road,
Shanghai.

Dear Sirs, Re: Pirated Copy "INTOLERANCE"

We thank you for your letters of September 23rd, 1927, and October 5th, 1927, informing us that your Harbin office have no interest whatever in the moving picture business and we thus infer did not exhibit or attempt to exhibit a pirated copy of "INTOLERANCE" under the names of " MOTHER & THE LAW" and " THE FALL OF BABYLON".

We are passing this information on to our clients.

Faithfully yours,

COPY

October 12th, 1927

Messrs. United Artists Corporation,
729, Seventh Avenue,
New York, N.Y.

Attention: Mr. Mulvaney.

Re: PIRATED COPY OF "INTOLERANCE".

Dear Sirs,

We enclose herewith copy of our letter of even date to Tokyo for your information.

Faithfully yours,

KRISEL & KRISEL

By A Krisel

(3097)

October 6, 1927

Messrs. Kriegl & Kriegl,
23, Jinkee Road,
Shanghai,

Dear Sirs,

With reference to your letter of Sept. 15th in which you brought to our attention a complaint received from your clients, the United Artists Corporation, that our company was exhibiting motion picture films in Harbin, we wrote you under date of September 23rd, that we were writing Harbin for particulars.

We are just in receipt of our Harbin office letter in reply in which they state that they have no interest whatever in the moving picture business in any form. Undoubtedly, there must be some error on the advices received from your clients which possibly by now have been cleared by subsequent information received by you from them.

Yours very truly,
ANDERSEN, MEYER & CO. LTD.

(SGD) H.H. Fricke

Assistant Sales Manager.

(9 9 7)

Shanghai September 23,1927

Messrs. Kriegl & Kriegl,
49, Jinan Road,
Shanghai.

Dear Sirs,

With reference to your letter of the 15th instant, we have no knowledge that our Harbin Office is in any way interested in the motion picture business and accordingly believe that the information given you by your clients, the United Artists Corporation, that our office is exhibiting certain pictures is incorrect. We are, however, communicating with our Harbin office requesting their advices on this subject and as soon as we receive their reply, we will again communicate with you.

Yours very truly,

ANDERSEN, MEYER & CO. LTD.

(Sgd) H.H. Fricke

Assistant Sales Manager

CONFIRMATION COPY

KRISEL & KRISEL
SHANGHAI, CHINA

September 15th, 1927

Messrs. Andersen, Meyer & Co.,
Shanghai.

Dear Sirs,

Our client, the United Artists Corporation, possess the right of exhibition in China of the motion pictures " THE FALL OF BABYLON" and " MOTHER AND THE LAW". Their representative at Harbin has telegraphed that Andersen, Meyer & Co. of Harbin are exhibiting an old print of 'INTOLERANCE' under the title of 'MOTHER AND THE LAW' and " THE FALL OF BABYLON". We were not aware that your firm is exhibiting motion pictures in Harbin and would, therefore, appreciate it if you will kindly investigate this matter and let us have an explanation at your early convenience.

Faithfully yours,

(COPY)

HONGKONG AMUSEMENTS, LIMITED,

Shanghai, 14th Sept. 1927.

Messrs. Geisel & Krisel,
Agents United Artists Corporation,
Shanghai.

Dear Sirs,

With reference to the picture INTOLERANCE, which you reported to us yesterday is now being shown in Harbin, we regret to say that we have no idea where this film came from, and therefore must disclaim all responsibility in regard to it.

It is our understanding that another copy of this film was introduced into China by a Mr. Hart in 1919.

Yours faithfully,

HONGKONG AMUSEMENTS, LIMITED

(SGD H.W.RAY

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN : NINTH DISTRICT.

- X

D. W. GRIFFITH INCORPORATED, :

Plaintiff, :

-against- :

MILGUS REALTY CORPORATION, :

Defendant. :

- X

Plaintiff, by ALBERT H. T. BANZHAF, its attorney, complaining of the defendant, alleges:

FIRST: That at all times hereinafter mentioned, plaintiff was and still is a foreign corporation duly organized and existing under and by virtue of the Laws of the State of Maryland, and has procured from the Secretary of State a certificate that it has complied with all the requirements of law, to authorize it to do business in this State, as required by Section 15 of the General Corporation Law of this State.

SECOND: Upon information and belief, that at all times hereinafter mentioned, the defendant was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

THIRD: That on or about the 1st day of February, 1927, plaintiff and defendant entered into a written agreement of lease, whereby plaintiff leased to defendant, and the defendant hired from the plaintiff, rooms 1108 and 1109 in the eleventh story of the building at the northeasterly corner of Broadway and 42nd Street, in the Borough of Manhattan, City of New York, for a term of fifteen (15) months, to commence

on the 1st day of February, 1927, and to end on the 30th day of April, 1928, at the monthly rent of One Hundred and Seventy-five ($175.00) Dollars, payable on the 1st day of each month in advance, which sum the defendant agreed to pay in the manner aforesaid.

FOURTH: That thereafter defendant duly entered into possession of said premises, pursuant to said agreement, but has not paid the rent therefor for the month commencing the 1st day of July 1927; for the month commencing the 1st day of August, 1927; for the month commencing the 1st day of September, 1927; for the month commencing the 1st day of October, 1927; and for the month commencing the 1st day of November, 1927, amounting in all to Eight Hundred and Seventy-five ($875.00) Dollars.

FIFTH: That the plaintiff has duly performed all the conditions of said lease, on its part to be performed.

SIXTH: That there is now due and owing from the defendant to this plaintiff the sum of Eight Hundred and Seventy-five ($875.00) Dollars, no part of which sum has been paid, although payment thereof has been duly demanded.

WHEREFORE, plaintiff demands judgment against the defendant for the sum of Eight Hundred and Seventy-five ($875.00) Dollars, with interest on the sum of $175.00 from the 1st day of July, 1927; with interest on the sum of $175.00 from the 1st day of August, 1927; with interest on the sum of $175.00 from the 1st day of September; with interest on the sum of $175.00 from the 1st day of October, 1927; and with interest on the sum of $175.00 from the 1st day of November, 1927, besides the costs and disbursements of this action.

ALBERT H. T. BANZHAF,
Attorney for Plaintiff,
130 West 42nd Street,
Borough of Manhattan,
City of New York.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

ALBERT GRIFFITH GREY, being duly sworn, deposes and says: That he is the Vice-President of the D. W. GRIFFITH INCORPORATED, the plaintiff in the within action; that he read the foregoing complaint and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Deponent further says that the reason why this verification is not made by the plaintiff and is made by deponent is that the plaintiff is a foreign corporation and the sources of deponent's information and the grounds of his belief as to all matters not therein stated upon his knowledge are as follows: Statements and reports of other officers and employees of theplaintiff corporation, and documents and correspondence in the possession of deponent.

Sworn to before me, this
28th day of November, 1927.

Sydney Frank
Notary Public, New York County
N.Y.Co. Clks.No. 334, Reg.No. 5305
Certificate filed in Kings Co.
Kings Co.Clks.No. 128, Reg.No. 8196
Commission expires March 30, 1928

A Griffith Grey

MUNICIPAL COURT:CITY OF NEW YORK
BOROUGH OF MANHATTAN:9th Dist.

. . . . . .

D.W. GRIFFITH INCORPORATED,

Plaintiff,

-against-

MILGUS REALTY CORPORATION,

Defendant.

. . . . . .

SUMMONS & COMPLAINT.

. . . . . .

ALBERT H. T. HANZHAN,
Attorney for Plaintiff,
Office & P. O. Address,
130 West 42nd Street,
Borough of Manhattan,
City of New York.

204 Summons (Sec. 20 of New Mun. Ct. Act)

M. L. Goldman, Law Blank Printer and Stationer
39 Nassau Street, Room 216, New York

Municipal Court of the City of New York

Borough of MANHATTAN — NINTH District

D. F. GRIFFITH INCORPORATED,

Plaintiff,

vs

HILGUS REALTY CORPORATION,

Defendant.

Plaintiff's Address

1476 Broadway, New York City.

SUMMONS

To the above named defendant:

You are hereby summoned to appear in this action in the Municipal Court of the City of New York, Borough of Manhattan-Ninth District, before the Clerk of the said Court at his office at 624 Madison Avenue, in the Borough of Manhattan, in the City of New York, within five days after the service of this summons upon you, exclusive of the day of service, and to make answer to the complaint; and if you fail to make answer, judgment will be taken against you for the sum of $375.00 with interest thereon as set forth in the complaint, upon 12, together with the costs of this action.

Dated, New York City, the 23rd day of November, 19 27.

ALBERT H. T. BANZHAF,
Attorney for Plaintiff,

Office and Post Office Address
130 West 42nd Street,

Borough of Manhattan, City of New York

The nature and substance of the defendant's answer herein is:

Affidavit of service on Individual (s)

City [illegible]te of New York, County of ss:

being duly sworn, deposes and says that on the day of 19 , at No.

in the Borough of City of New York, he served the within Summons and Complaint on

the Defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; deponent knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 18 years and not a party to the action.

Sworn to before me this
day of 19

Commissioner of Deeds, City of New York,
Notary Public, County of

Affidavit of service on a Corporation

City and State of New York, County of ss:

being duly sworn, deposes and says that on the day of 19 , at No.

in the Borough of City of New York, he served the within summons and complaint on

a corporation, the defendant therein named by delivering to and leaving a true copy of

each thereof personally with

an officer of said corporation to wit, its

deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein, and knew said
to be [illegible]h officer thereof; deponent is over the age of 18 [illegible]rs and not a party to the action.

Sworn to before me this
day of 19

Commissioner of Deeds, City of New York,
Notary Public, County of

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Municipal Court
OF THE CITY OF NEW YORK

Borough of MANHATTAN

NINTH District.

D. W. GRIFFITH INCORPORATED,

Plaintiff

-against-

MILGUS REALTY CORPORATION,

Defendant

Summons.

COMPLAINT

A statement of the nature and substance of the plaintiff's cause of action is as follows:

file [illegible]

Ret

ALBERT H. T. BANZHAF,

Attorney for Plaintiff,

Office and Post Office Address

130 West 42nd Street,

Borough of Manhattan, City of New York

November 30, 1927

Mr. Arthur Kelly,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Kelly,

I am enclosing herewith check to the order of the United Artists Corporation, dated December 1, 1927, in the sum of Ten Thousand ($10,000) Dollars, signed by D. W. Griffith, Incorporated, which represents $10,000 due on account of preferred stock subscription to the stock of the United Artists Corporation. This, together with the $20,000 heretofore paid, represents a payment of $30,000 on the $70,000 subscription and represents 60% of the total subscription by the Griffith Company of $100,000 par value, preferred stock of the United Artists Corporation.

Will you kindly forward the certificates of preferred stock in the name of D. W. Griffith, Incorporated in due course. I am still waiting for the certificate for the $20,000 which we paid recently.

Thanking you for your attention to this matter, I remain

Yours very truly,

AHTB KM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Arthur Kelly,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Kelly:

I am enclosing herewith check to the order of the United Artists Corporation, dated December 3, 1937, in the sum of Ten Thousand ($10,000) Dollars, signed by D. W. Griffith, Incorporated, which represents payment due on account of preferred stock subscription on the stock of the United Artists Corporation. This, together with the $20,000 heretofore paid, represents a payment of $30,000 on the $70,000 subscription and represents 60% of the total subscription by the British Dominions of $100,000 par value, preferred stock of the United Artists Corporation.

Will you kindly forward the certificates of preferred stock in the name of D. W. Griffith, Incorporated in due course. I am still waiting for the certificates for the $20,000 which we paid recently.

Thanking you for your attention to this matter,

I remain

November 30, 1927

D. W. Griffith, Incorporation,
1476 Broadway,
New York, N. Y. Attention Miss Conway

Gentlemen,

I am enclosing herewith bill from the New York State Tax Department relative to Mr. Griffith's income tax return for 1926 which shows an additional assessment of $119.79.

At the time the Field Agent examined the records, Mr. Richter, Mr. Kluge and I went over the matter with him and we feel that the additional tax which has been assessed should be paid and therefore will you kindly prepare check on Mr. Griffith's account for this amount either to my order or to the order of the State Tax Commission.

Yours very truly,

AHTB KM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 30th 1927.

Mr. J. Homer Platten,
Treasurer, Motion Picture Producers & Dist. of America, Inc.
469 Fifth Avenue,
New York City.

Dear Mr. Platten:

Your letter of the 28th inst. addressed to Mr. Griffith was opened by me in Mr. Griffith's absence at the Coast and I regret to state that Mr. Griffith, owing to his business activities there will not be able to attend at the directors meeting on Wednesday, December 14th next at 2:30 P.M.

If there is any way in which I can attend for Mr. Griffith to make up the quorum or for any other reason I will be pleased so to do.

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Phone GRanite 9111

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

Dear Cecelia:---

How you be, woman? You must be done to death with talk, holding your end of the office conversations there now.

If you will walk into any office I ever occupied, you probably will hear plenty of echoes, for I know the momentum won't have died out yet.

Broadway is so far away to us out here now, that it is just a rumor and a legend. You have no idea what a queer institution it seems, after one has been away from it for several months.

But this letter has a low mercenary purpose which I will dive into.

Once upon a time in a moment when the Lord was unkind to me, gentle and delicate soul that I am-- I was induced by base motives to invest my good dough into one film called Judith of Bethulia. That gal has cost me plenty. I'm sorry now the old boy didn't cut her head off instead of she cutting his and making material for a fillum.

I feel a shudder which I interpret as being a hunch that the film reverts to the other people this month or next. So I assume all the money is in that ever is coming in.

Are they winding up the affair and am I entitled to any money? Please let me know. Break it tenderly to me if there is none, and smash me in the eye with it if there is some. And Lady, you don't know how I hope there is some.

Do your best now by Our Nell.

With regards to the High Priestess of 42nd St.

Your'n fer dividends,

Gerit J. Lloyd.

November 30, 1927.

Dear Mr. Lloyd,

I had almost forgotten that there was a picture called "Judith of Bethulia", until I received your letter. You are quite right in your assumption that the rights, as far as we are concerned, exhibit said picture have expired, but Mr. Grey is going to ignore that fact. The owners have made no demand for the prints, the original investment hasn't been realized by a long sight and by keeping it out as long as we can we may be able to get another $1.50, which would help some as the "Judith of Bethulia" company owes D. W. Griffith, Inc. for about five prints made some six years ago, which, of course, is entirely apart from the small matter of returning investment to investors. I am sorry that "Judith" proved to be such a disappointment to you, but that is sometimes the way with women. Do not fear that you will be overlooked or forgotten when the time comes to pay the large dividends because the record of your investment and what has been paid back on account of it is all written in black and white in the small ledger which controls the income and disbursements of said company. However, I would be very cautious about spending probable income from this investment, which proves in your particular case that "horses" are more dependable - as money makers - than women.

I am looking forward with a tremendous amount of pleasure to Raymond's arrival next week, as I am anxious to see him again and to hear about all the doings of the folks in California. It is rather dull at times here in the office and I long for the days when I scurried hither and yon. However, in those days I longed for nothing but the chance to do my work in peace and quiet and that is what I have plenty of these days, proving that if you wish for a thing long enough and hard enough you'll get it. You might try this in connection with what you hope to realize on your "Judith" investment.

Please give my very best regards to everyone, including, of course, the charming Mr. Lebedeff.

Very truly,

105

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7200

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES CHAPLIN
D. W. GRIFFITH

December 1st, 1927

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
West 42nd Street,
New York City

Dear Mr. Banshaf:

This will acknowledge your letter of November 30th, enclosing D. W. Griffith, Inc. check for $10,000, representing part payment on Mr. Griffith's subscription to the Preferred Stock. This now makes a total of $30,000 against the $70,000 which Mr. Griffith owes, leaving a balance due of $40,000.

As soon as our Legal Department has effected all the arrangements, to take care of the increase in capital, we shall send you the necessary Preferred Stock certificates covering the $30,000 paid.

Very truly yours,

UNITED ARTISTS CORPORATION

Vice President-Treasurer
Arthur W. Kelly

AWK G

Fusing Affinity Gill

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

December 8,
1927

The following is a result of consultation with Mr. Milliken of Mr. Loyd Wright's office:

The directors are not liable with the exception of any act constituting gross mismanagement. However, stockholders are liable for all liabilities in the same proportion as each individual stockholder's holdings are to the total stock subscribed for. In other words your share is 10,000/100,000 or 10% - that is your proportion of the liabilities is 10%. The liability involved in the property lease cannot be much. The owner may take back his property and sue the stockholders, of which he is one, for the difference between the amount which he would have gotten had he actually a bona fide offer in writing, which offer must be presented at the time of suit, and the amount which he would have gotten had the lease gone through. Any damages done to his property must be deducted from that amount. In other words, the property was leased for $50,000. Had he been able to sell it for $60,000 in the meantime, and could present a written offer to that effect, he would be able to sue for the difference, or $10,000.

The contracts for personal service in the amount of $62,000, not being in writing, are not valid for the reason that they cannot be performed within one year. The law of California requires that all contracts for personal service, if not performable within one year from the date of making must be in writing.

With the elimination of the above items the net liabilities are less than $12,000 for which the stockholders would be liable. If it is finally decided to settle up the affairs of the proposition the directors will have to order the stockholders to pay a proportion of the ~~assessments~~ subscriptions, to the amount of liquidating the liabilities. However, inasmuch as you have already paid $6,000 of the $10,000 which you have subscribed, it is your duty to request the Board of Directors as a member thereof to call upon all stockholders to pay on their subscriptions an amount which will bring the proportions of each one paid to what yours is, or 60%. If they refuse to do this the best step would be for you to resign from the Board of Directors

and sue them, forcing them to make the call upon the stockholders. This is necessary so that an assessment is not made immediately on all stockholders without first requesting equal payment by all. This assessment made immediately would force you to pay more money into this thing in addition to the $6,000 you have already paid. You can readily see that 60% of the total subscription would be $60,000 -- much more than the actual amount of the liability.

It is very important that you do not sign any waivers or ratifications of anything that the Board of Directors may have done during meetings at which you were absent, or anything that was done while you were present which you might not fully understand.

If the directors decide to commit themselves on any additional obligations or anything of which you do not entirely approve, state your disapproval, thereby relieving yourself of any responsibility for any action which they might take.

Mr. Milliken does not feel that there is very much to worry about in view of most of the committments having been contracted for prior to your becoming a director. He does not feel that it would be wise for him to go into this thing actively or talk to Mr. Neal concerning it at the present time. However, in view of the precarious condition of the proposition you may call upon him to attend a Board of Directors' meeting with you or in your stead. I feel that there may be some objection to this by the others but I would suggest that you insist upon it.

~~Yours very truly,~~

~~RAK:BP~~

December 5, 1947

State Tax Commission,

Albany, New York.

Gentlemen,

I enclose check to your order for $119.75 in payment of Corporation tax assessed against D. W. Griffith, Inc., for year 1946.

Kindly send receipt to me.

Yours truly,

ROR:M
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1228A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

GAL GRAM
DEFERRED RATE

Dec 6, 1927.

Griffiths
Gendo
London (England)

No report or remittances Hearts World received since May Please send immediately Regards

Graygrif

Form 1228A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 6, 1927.

Mr. D. W. Griffith - Strictly Personal
United Artists Studios,
Santa Monica Blvd.,
Los Angeles, Calif.

Just received following cable stop Are you available to join new British film company name your own terms reply Herbert Blackmore Dramatique London stop Regards

C. M. Conway

MSPIRE AND ZIMMER
COUNSELLORS AT LAW
17 JOHN STREET, NEW YORK
CORTLANDT 0997

December 4, 1927.

A. M. T. Banshaf, Esq.,
130 W. 42nd St.,
New York City.

Dear Mr. Banshaf:

I am informed from fairly reliable sources that the collection of the New York License tax and New York Franchise tax for the year 1924, assessed against D. W. Griffith, Inc., will not be enforced.

It appears that the objections presented to the State Tax Commission were such as to raise a doubt as to the legality of the assessment. On the other hand, the Commission apparently does not desire a review of its acts by certiorari proceedings and is satisfied to let the matter rest.

Under the circumstances it would seem that the object of protesting these assessments has been accomplished and our fee earned, in as much as the corporation will not be called upon to pay its tax.

Yours very truly,

E. G. Zimmer

EGZ:HD

A. L. HORNE
General Manager

"SEE IT IN COLORS"

Wilbanks 8511

REEL-COLORS, INC.

102

Laboratories:
North Arlington, N. J.

480 WEST 42nd STREET
NEW YORK

CABLE:
"REELCOLORS"

Dec. 6, 1927.

Mr. D. W. Griffith,
c/o United Artists,
722 - 7th Ave., City.

Dear Mr. Griffith:

Kindly get in touch with Mr. Schenck to whom we will submit a story we own: "AN ORPHAN OF THE STORM", by the same author as "THE TWO ORPHANS" (Orphans of the Storm) if you are interest in this marvelous and intense drama as a starring vehicle for Miss Lillian Gish.

Very truly yours,
REEL-COLORS, Inc.

Scenario Dept.

AG/L

Form 1201 B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SA150 21 NITE.UA HOLLYWOOD CALIF 7 1927 DEC 7 PM 7 55

C M CONWAY.CARE D W GRIFFITH INC

1476 BROADWAY NEWYORK NY.

HAVE YOU ANY INFORMATION CONCERNING HERBERT BLACKMORE STOP TRY TO FIND OUT WHAT YOU CAN ABOUT THIS COMPANY WIRE ME AT HOUSE 4311 SUNSET BLVD HOLLYWOOD KINDEST REGARDS.

.D W GRIFFITH.

Not heard of in England
Has lived in Canada
1936 - Nov 1949

Lil Litvak

Form 1224

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

BY DIRECT WIRE FROM

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

10S RQ 84 BLUE

XD NEWYORK NY 256PM DEC 7 1927

DAVID W GRIFFITH

HOLLYWOOD CALIF

DEAR D W READ YOUR LETTER DECEMBER THIRD IT GAVE ME GREAT PLEASURE I NEED SOME GOOD NEWS OCCASIONALLY TO KEEP ME GOING WILL SEE YOU NEXT WEEK STOP CAST YOU OUTLINE FOR BATTLE VERY GOOD IF YOU CANNOT GET BENNETT WE CAN GET JOYCE BENNETT BETTER ACTRESS STOP IF YOU CANNOT GET HAVER WE CAN GET CARMEL MYERS WHO IS EXCELLENT ACTRESS AND LOOKS WELL FOR VAMP STOP DO YOU WANT TO DECIDE NOW OR WOULD YOU RATHER WAIT FOR MY ARRIVAL REGARDS

JOSEPH M SCHENCK

150PM

FLORENCE E. YOUNGS
GENEALOGIST
97 WEST 58TH STREET
NEW YORK

December 7, 1927

Miss Conway
Secretary to Mr. D. A. Griffith
Longacre Building , New York

My Dear Miss Conway:

In accordance with the views arrived at in our interviews, I am submitting for your clear information the matter which I understand you will present to Mr. Griffith for me.

In our last conversation last spring Mr Griffith instructed me to prepare for British work when I had delivered my American trip report and he told me, when I suggested that the trip might be expensive that the cost did not matter, provided I got results. In my letter of June 30th, I gave him a minimum price which I understand from you he did not find excessive.

There were certain necessary preparations for foreign work which I was obliged to begin at once, such as preliminary research as to the present location of certain Irish records, blocking out the itinerary, and putting the work into compact form; and it was also necessary, because of the close figure I gave Mr. Griffith, for me to rent my summer place, which had to have a coat of paint before it could be rented. The actual outlay for our time and painting of the house came to something over three hundred dollars.

During this time as you know, I was frequently in touch with you and you told me you were daily expecting the check from Mr. Griffith. At the end of July, when your letter came saying that he was very much pleased with what I had done, but that he wished to postpone the work on account of his financial responsibilities, I found myself three hundred dollars out of pocket in cash and a month in arrears with all my work for other clients, most of whom at that time had gone abroad themselves. The libraries where I do most of my research are closed from the first of August until the middle of September, therefore it was not until after the latter date that I was able to go on with my work for other people, which could have been done in July, had I not devoted that month to Mr. Griffith.

I know that Mr. Griffith is a man of honor and fine feeling and I feel sure that he will wish to reimburse me as soon as this matter can be brought to his attention. Should he eventually send me to Europe, this three hundred dollars can be deducted from the expense check.

With warm appreciation of your interest in this matter,
I remain

Sincerely yours,

Florence E. Youngs

Doc. 5128

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR T. DRISCOLL
RICHARD J. MASSEY
ARTHUR H. WALSH
EDWARD S. RAFFERTY
BENJAMIN PERPER
CELAND T. ATHERTON
EDWARD J. SLAMAN
CHARLES H. BERRY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

December 7, 1927

Mr. Albert H. T. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

We have been informed that D. W. Griffith, Inc. and D. W. Griffith have kept their books either on a cash receipts and disbursements basis or cost of recovery basis, as to each picture, and if so, we would appreciate very much to be permitted to talk to the persons who had this matter in charge with the United States tax officials.

We have Mary's and Douglas' cases pending before the Board of Tax Appeals, and the Government has rejected their method of keeping their accounts, to wit, cash receipts and disbursements basis, and insisted that each picture be capitalized and depreciated over a period of months upon artificial basis.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

New York
EXHIBITORS
HERALD
Los Angeles
MARTIN J. QUIGLEY
PUBLISHER
The Independent Film Trade Paper
407 S. DEARBORN ST.
CHICAGO

December 8, 1937.

NEW YORK OFFICE
565 FIFTH AVENUE

Mr. Jack Lloyd,
D.W.Griffith,
1476 Broadway,
New York,N.Y.

Dear Jack:

As it is your custom to place a page of advertising for D. W. Griffith in EXHIBITORS HERALD at Christmas time, I am asking if we may look forward to the same cooperation this year as in the past.

With very best personal regards,
I remain

Yours very truly,
James Beecroft
NEW YORK MANAGER.

JB:AW

Every Month

Twice a Year

QUIGLEY PUBLICATIONS

UNITED ARTISTS FILM - VERLEIH G.m.b.H.

BERLIN

DECEMBER 6th 1927.

Mr. Arthur S. Kelly,
Vice-President-Treasurer
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Kelly:

RE: NEW CONTINGENT DECREE

I am sending enclosed translation of the new decree which was issued November 25th which shall govern the contingent situation from January 1st 1928 until June 30th,1929.

This decree having come without any previous indication and containing as it does such drastic measures, has not yet been fully digested by the German film trade and has, of course, created a great deal of excitement, particularly on the part of the companies distributing American films here.

A few weeks ago, at Geneva, the representatives of the various nations agreed that there would be no further trade barriers after June 30th, 1929. It has, therefore, been assumed that this agreement was the reason for the new decree terminating on this date, since if Germany should in good faith carry out the Geneva understanding, it would no longer be possible to have contingents. This would not necessarily mean that there might not be an internal protective regulation such as a fixed charge for censoring pictures, such as now exists in certain other European countries.

By "Feature Films" the decree means any pictures over six reels, the intention meaning to thus differentiate full length pictures from short subjects.

As soon as this decree was issued, we asked Phoebus to give us written confirmation that we should be entitled next season to the number of authorization certificates, as though we had really distributed the Phoebus German films, the contingent of which we bought from them. While the precise allocation has not yet been definitely interpreted, it is believed that authorization certificates next season would be issued for 1 American film to 2 German films distributed this season.

Thus if Phoebus distributed 10 German films of our contingent, they, and therefore, we, would be entitled to 8 or 10 authorization certificates for next season. Mr. Correll of Phoebus went to see Dr. Landwehr, who signed the decree and he assured both Mr. Correll and Dr. Fuchs that the new decree would in no way effect the full consummation of our taking 10 contingents with Phoebus in accordance with our contract for this season, and that for next season we would be entitled to the number of authorization certificates as though we had really distributed the German films for which we had bought contingents this season. It was on the strength of this statement that I cabled you that the new regulations would not effect us this season. I did not feel that we could allow the matter to stand with only a verbal promise and asked Dr. Landwehr for a written confirmation. This was 10 days ago. It has not yet been provided but Mr. Correll assures us that it will be within the next few days.

The new decree will not effect Metro or Paramount as they will naturally be entitled to a certain quota next season for the German films which they in Parufamet, have distributed this season. It would, however, hit the First National very hard for in their German combination this year they have made but 5 German films and consequently might not receive but two or three certificates for next season.

Colonel Lowry is in Berlin and two days ago called a meeting of all of the representatives of the companies distributing American films in Germany. Col. Lowry endeavored to ascertain why the new decree had been issued. Several of the American representatives claimed that it had been inspired by Paramount and Metro and planned when Dr. Klitsch was in New York several months ago; the purpose being to limit the distribution of First National and other firms operating in Germany, so that Parufamet would have less competition. Messrs. Aronson and Blumenthal, who were present, did not make any response to these assertions. Both the American Commercial Attache of the American Embassy and Col. Lowry agreed with me that it was contrary to all international trade principles that a decree as important as the new law should have been promulgated with less than a months' notice and which, if enforced, will bring serious hardships on some of the firms distributing American pictures here who have invested large amounts of money. They intend to make a formal protest but at the moment they do not seem to have much faith that this will change the situation, although it might bring about a modification of the decree.

Dr. Landrum was asked to whom would be given the "remaining 99 authorization certificates which will remain at the special disposal of the Federal Commissioner", but he said he could not answer the question at present.

The above resume gives the situation up to the moment and I will keep you advised of further developments.

With kindest regards,

Yours sincerely,

GUY CROSWELL SMITH

GCS/PR.

ENCLOSURE

P.S. - Since writing the foregoing we have seen Dr. Landwehr again. He confirmed that the new decree would in no way effect our taking up our 18 contingents this season. With reference to the next year, he said that it had been impossible for him to send us an official letter stating whether or not we will be entitled to certificates for next season, or how many, but that he would be in a position to do so within 10 days. He was very friendly, however, and indicated unofficially that we should be entitled to the certificates which our this years' contingents represented in the ratio which would be afforded had we really distributed the German pictures. He said further that the commission which fixed the new decree, had no desire to be unfair to the distributing companies and that he fully appreciated the investment which our organization represented, as well as the number of Germans to whom we gave employment. He was willing to state today that the 90 authorization certificates referred to in his decree, were to be reserved to be given out by him to take care of unusual conditions which might not have been covered in the decree.

Dr. Landwehr said that the utilization of the certificates next season did not mean that German films would have to be made in connection therewith. Consequently, if we were allotted 9 for example, we would have to pay nothing for them nor be forced to make German films and could reserve 3 to 5 of the contingents which we would have taken up this year and thus with the certificates be protected next season.

GCS.

TRANSLATION

L 2 2 X

Federal Commissioner for Export and Import Licenses,
Liquidation Department,

Berlin N.W.,
November 20th, 1927,
Potsdamer Str. 10/11

DECREE

re importation of exposed motion picture films

1928/29.

For the regulation of the importation of exposed motion picture films I herewith decree for the quota period 1928/29, i.e. the time from January 1st, 1928 until June 30th, 1929:

1. Feature Films.

In the quota period 1928/1929 a maximum of 260 authorization certificates for the censoring of foreign feature films will be issued. The sub-division of these 260 authorization certificates is effected by distributing 170 such certificates to German distributing firms, which actually carry out distribution themselves in the quota period 1928/1929, whereas the remaining 90 authorization certificates will remain at the special disposal of the Federal Commissioner. One half of the 170 authorization certificates to be distributed will be issued in 1928, the other half after January 1st, 1929.

The distribution of the 170 authorization certificates to the distributors entitled thereto will take place in proportion to the number of German feature films entitled to compensation, censored in 1926 and 1927, which each of the films brought into first distribution. Firms which have distributed only 1 German feature film entitled to compensation in these two years will not be considered.

The distribution of the authorization certificates will only take place when the 170 authorization certificates have been allotted on the basis of the proofs presented by the German distributors, and not before April 1, 1928. An advance issue will not take place.

The right to authorization certificates and the authorization certificates themselves are not transferable; the feature films censored against these certificates are to be distributed only by the distributor's own firms, having made the application.

The distribution of claims to authorization certificates to district distributors will be carried out according to the same principle as to firms distributing all over Germany. Claims of district distributors can be consolidated. For each 6 claims allotted, one authorization certificate for the whole of Germany can be applied for. The foreign feature films censored on this basis must then also be distributed by district distributors. District distributors who, in each year, have distributed only one German feature film entitled to compensation in one district, will not be considered.

II. Comedies and slapstick comedies.

For foreign comedies and slapstick comedies up to a length of 500 meters, furthermore for news reels and propaganda films, authorization certificates can be issued without submitting a compensation permit.

III. Educational and cultural films

Authorization certificates for the censoring of foreign educational and cultural films will be issued in the quota period 1928/29 only when the distributor making the application can prove by contracts or other documents a compensation in such manner, that for each foreign educational and cultural film for which an authorization certificate is applied for he is distributing in his own distributing organization two newly made German educational and cultural films of about the same length, which have been censored in the quota period and which have not been previously distributed.

IV. Transition regulations

For the period of transition the following is further laid down:

The right of compensation of all German films censored in 1927 must be exercised until March 31, 1928. This, therefore, is the latest date for submitting to the Federal Commissioner applications for authorization certificates for the foreign films to be censored.

For German feature films appearing by name in this year's distributing program of the distributors, given out in the fall of 1927, but which could not yet be completed, a compensation claim can also be granted in 1928 on the basis of the present method of procedure, provided that preliminary work has been seriously started up to December 31, 1927, and provided that the censoring of the German feature films and the exercising of the authorization certificates issued thereon is effected not later than April 30, 1928.

These feature films must be registered with the Federal Commissioner not later than December 31, 1927.

German feature films which are being worked on without being listed by name in this years Full program, but which cannot be completed until December 31, 1927, can also receive title to compensation in 1928, provided that the studio work has been seriously started not later than December 31, 1927, and provided it is carried on to a finish without interruption. These feature films, too, must be registered with the Federal Commissioner not later than December 31, 1927. The time limit for issuing and making use of the authorization certificates for these feature films is March 31, 1928.

The German feature films which are recognized as being entitled to compensation on the basis of these transition regulations will be taken into account in the allocation for the quota period 1928/29.

The Federal Commissioner for Export and Import Permits

Liquidation Department

by proxy

signed Dr. Landwehr.

Form 1088 A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 9, 1927.

[redacted]

Mr. D. W. Griffith
1541 Sunset Blvd
Hollywood, Calif.

From all available sources can obtain no information regarding Herbert Blackmore stop Shall be happy cable Blackmore for details Regards

T. H. Conway

December 9, 1927.

Lloyds Film Storage,
130 West 46th Street,
New York, N. Y.

Attention of Mr. Rubenstein.

Gentlemen:

We have this day instructed the Consolidated Film Industries, Inc. to deliver to you the second negative of each of the following pictures:

"Broken Blossoms", "One Exciting Night" "Orphans of the Storm" and "WAy Down East".

Just as soon as these negatives are delivered to you, will you kindly see that they are placed in sealed negative containers and put in our vault.

Thanking you for your courtesy in this matter, we are

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

Berlin, December 5, 1927

Minutes of the third meeting of American film producers' and distributors' representatives in the office of the American Commercial Attache, Berlin, December 2, 1927.

A third meeting concerning the new German film decree was held in Commercial Attache Allport's office on Friday, at 11.00 A.M. Those present were:

Colonel Lowry, representing the Hays Organization of N.Y.
Commercial Attache Allport
Trade Commissioner Tandy
Mr Blumenthal, representing Paramount
Messrs. Arensen and Brinck, representing Metro
Mr.Kaufman, representing First National.
Messrs. Smith and Meinitz, representing United Artists.
Mr.Schlesinger, representing Warner Brothers.
Messrs. Friedman and Cramer, representing Universal.
Mr Spearman, representing F.B.O

Mr Aussenburg, of Fox, was unable to be present.

The most of the meeting was taken up with a further discussion of the possible effect of the decree in question.

Mr.Allport spoke on his latest meeting with Dr. Landwehr, the German Film Commissioner, and Adminstrator of the new decree, and emphasized several important points. He stated he had been assured by Dr. Landwehr (1) that defunct German concerns which had handled German compensation films during 1925 and 1926 would not be entitled to import permits under the proposed plan; (2) that those firms which had distributed not more than one film each during the time in question would not be entitled to import permits; (3) that those firms which had produced feature films during the two years and did not request Kontingent licenses against them would not be entitled to import permits, and (4) that those firms entitled to import permits would be obliged to assure the Government that they would be used. All of these points, if carried into effect, would obviously decrease the number of films to be applied to the proposed number of imports to be issued, and should tighten the distribution key, thus favoring American concerns.

A great deal of discussion followed these remarks, and the representatives of the trade present, appreciating that the decree was made ostensibly to help the German industry and certainly not Americans, felt that every concern having rights to permits at the ratio to be later determined by the Government would apply for as much as the traffic would bear; that independent American concerns which heretofore sold their products against kontingent films produced, would now have to accept low prices from German distributors

having permits available, or remain out of the market entirely, and that all permits distributed would be used rather than pigeon-holed. They were positive in their belief that in any question of doubt as regards the issuance of permits to German companies, these German nationals would be favored regardless of the theory of no favoritism.

Mr. Canty asked the American film renters present to state (1) the total of German compensation films handled by them or their tie-ups during 1926 and 1927, upon which they would base their application for permits under the proposed plan, and (2) the total of their annual distribution of American films. The following responses were received:

	Question (1)	Question (2)
Metro		20
Paramount	35	20
First National	16	15
United Artists	30	18
Universal	52	20
Fox	20	10
F.B.O.	15	18
Total	218	121

Under a ratio of approximately 1 to 2, it is evident from the above figures that films to be imported by those American companies maintaining renting offices in Berlin will not suffer very much. However, it is not certain that 218 will be the total of such films submitted to the Government for consideration in the issuance of import licenses, or whether the Government will approve any such number after proper investigation. The question of just what the new key would be would not be known until about January 15, it was agreed.

In any event, after analyzing the proposed claims of the American distributors and the total of their annual output, it is apparent that Paramount, Metro, Fox and F.B.O. will not suffer; that Universal, which for the past few years has been selling ten pictures annually to Ufa under a special contract which has now expired, should not be any the worse off; that United Artists will be affected but slightly if the Government permits it to lay claim to compensation films produced by its tie-up, Phoebus, but that First National, which is producing 15 or 16 films in Germany in order to import a like number of American films, will suffer to the extent of 7 import licenses.

Mr. Canty read statistics showing the number of films censored in Germany for the 22 months ended October 31, 1927, as follows:

	German.	American	Others.	Total
1926	202	202	64	468
Jan mos., 1927	192	175	21	448
Total	394	377	149	916
Estimate for 1927 based on above	228	176	74	484
Estimate for two years, 1926 and 1927, based on above	430	408	162	1000

It is safe to estimate the total number of American films entering Germany during 1927 at 176. This number can be compared with the total number of permits to be received by Americans under the proposed regulations in order to ascertain the effect of the new decree on American imports.

The above mentioned 430 German films, which it is expected will have been censored during 1926 and 1926, cannot be considered as the total number of German compensation films distributed during the two years in question, to which will be applied the 170 permits which will be available. This number might diminish by the total of films for which no kontingent license was requested, and will be reduced by the aggregate of films which were distributed by firms whose total output during the two years did not exceed one film each, together with those German productions which were distributed but refused kontingent licenses because of insufficiency of quality, the total number of German compensation films which were handled by companies now defunct. It is impossible at present to state accurately what the net will be, although from 340 to 360 seems to be a good estimate.

Another point worthy of consideration is that the Government states there will be available for distribution 260 import permits. As it has been agreed generally that these licenses will affect the 1928-1929 playing season only, and as the estimated total of foreign films imported into Germany during the calendar year, 1927 is 256, imports in general will not suffer, although there is nothing as yet to guarantee that each country contributing to film imports will hold its own ratio to the total.

The question was raised as to whether or not it would be good judgment for Messrs. Allport and Lory to intimate to the Government a desire of the American distributors for a transferability of licenses interpretation. This met with a divided opinion, and it was therefore decided to abandon the question for the time being. Then Colonel Lowry stated that when a further meeting was to take place with Dr.Landwehr, Mr.Allport would handle the situation as the representative of the American Government with himself representing the organized trade, assisting.

Mr Blumenthal stated his opinion that we were getting confused by the various ramifications of the meetings and that we should confine ourselves for the present with a stiff protest to the Government against the decree which, to all intents and purposes, would further restrict American trade in Germany.

The meeting adjourned at 1.15.

December 9, 1927.

Mr. James Bancroft,
Exhibitors Herald,
568 Fifth Avenue,
New York, N. Y.

Dear Sir,

In reply to your letter of December 8th, addressed to Mr. Jack Lloyd at this office, kindly be advised that Mr. Lloyd has been in California with Mr. Griffith since May. We have been advised by our Mr. Klune, who has just arrived in New York from California that an ad in the amount of $180 has already been taken out there for the Exhibitors Herald, and we are sure your Los Angeles representative will confirm the above.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

CC/S

P. S. Bill for the above ad, however, is to be sent to this office for payment.

...ment ... without instruction ... it was revealed last night by ... Millard F. Harmon, Jr., post ... president.

... students do not seem far ... however, the commencement ... as their present activities are ... mostly to take-offs and ... They are lacking in the ... of just how the unloaded ... leaves the trim little craft off ... ground and "sets" the ship ... after a tour among the clouds ... instructors are patient.

... Harmon said that the ca... have shown an aptitude for ... flying work and have thrown ... selves into the aerial study ... an abandon. It is this part ... course for which they de... their backs at colleges but ... displaying a desire to ... equip the future pilots with ... knowledge helpful to flying. ... added academic studies which ... given simultaneously with the ...

... a week or two the students ... given free use of the planes ... will go out for their daily ... in the specified period and ... the ship to its hangar. After ... first time, however, the guard... instructors again will ride with ... progenies to note the progress ... by the embryo aviators while ... were gods of their destinies.

... serious accidents have occur... ... far although several se... landings by students while ... have cracked frames or ... struts. The training ships ... excellent planes to handle, be... very "elastic" and responsive, ... report.

... Harmon revealed last ... that another shipment of the ... planes is due in a short ... and will be followed by others ... an assignment of eighty has ... transferred here. Lieuts. Col... von Kimble and Gordon ... in a trio of the ships from ... yesterday and raised the ... of craft at the post to ... more than forty of these ... the PT type, or training

...ENCY WILL BE ...OURT'S ATTITUDE

...nite Cases Probably ...ll Not Bring Severe Penalties

... the court will decree that ... ation of the youths would ... more harm than good, ap... probable in the cases of the ... young Hemet residents who ... before the Superior Court for ... and discharge of dynamite ... election with an alleged cel... spree in their home com... several weeks ago.

...'d Barnes, one of the seven ... defended by Attorney R. ...h, Jr., yesterday was ad... to "some form" of proba... ...en he appeared before Su... Judge Ellis and County Pro... Officer ...

... the urgent growers to keep a close watch on their crops during the coming week, inasmuch ...

RIVERSIDE LOSES → IN POMONA DEBATE

Visitors Given Unanimous Decision by Judges; Corona Loses

By EUGENE HAMMOND

Poly High's debate team was unanimously defeated here yesterday in the first C. B. L. contest of the year.

Supporting the affirmative of the question, "Resolved, that the practice of installment buying as developed in the United States during the last ten years has harmful social and economical effects," were Ralph Dietker and Walter Mayne. Pomona's negative team was composed of Hilla Willard and William Walker. Mr. Eliund is the advisor of the visiting team.

The judges were: Mrs. W. T. Merryfield of the English department of Colton High School; Superintendent Glen D. Wight of the Corona schools, and Mrs. Smith, a member of the San Bernardino Board of Education.

Riverside's negative team were engaged in defeating Pomona's affirmative team at Pomona with a score of two to one. Journeying over to the opposing city with E. B. Dykes, Poly's advisor, were the two negative debaters, William Ferguson and David Klure.

Corona Loses

The Colton team won the judges' decision over Corona at the latter city. Judges of this group were C. H. Meeker and Edmund C. Jaeger of the Riverside Junior College and Superintendent Clement of the Redlands schools. The Corona debaters were represented by Helen Lamboth and McLean Gist, while the Colton side was supported by Fred Snider and Ava Klapt.

At Colton the decision was given to San Bernardino. Mrs. Agnes McEuen and Dr. E. P. Clarke served as judges.

In the C. B. L. triangular debates Riverside has won the cup for two consecutive years. Although this year's team is made up entirely of raw material it has a very good chance of again winning the honors.

Barometers of Progress

BANK CLEARINGS

Friday, December 9, $151,117.78.

BUILDING PERMITS

Herman Bahls, 153 South Brockton avenue, dwelling and garage, $4000.

E. McArthur, 123 So. Jefferson, addition, $500.

Big Cone Co., of Riverside, 330 ... Riverside street, store, $750.

DRAMATIC BUT NOT ALWAYS PLEASING

Preview of Griffith's Latest Production Draws Many

Immense crowds attended preview presentations of D. W. Griffith's "Dance of Life" at the Regent Theater yesterday afternoon and evening and were thrilled with beautiful South American landscapes and stirring scenes of war and love of 100 years ago, in a film that could well be reduced in length and tempered in its passionate illicit lovemaking.

The story is of the eternal triangle, two sides of which were affectionate brothers and the other the wife of one. It offers an opportunity for some dramatic moments for Lionel Barrymore, who rises to the occasions offered with considerable success, appearing especially to good advantage during the tense closing tragedy in which he is required by the author to kill his well beloved brother and his own unfaithful young wife by stabbing them to death.

Mary Philbin is the beautiful girl wife of the play and her beauty is well adapted to the part for which she is cast.

Don Alvarado, who portrays the younger brother and succumbs to the charm of the other's wife, has many characteristics of the late Rudolph Valentino, not only in appearance but as an actor.

The attempted comedy of Tully Marshall as a buffoon wasn't so good although his later scenes were remarkably well played.

There were some gorgeous costumes used to good effect and the mountain scenery dispicted was romantic and beautifully pictured.

The picture is replete with dramatic moments, but it would do better to eliminate the length of most of its long drawn out love making and it could do well without some small bits of coarser comedy.

One Bostonese character who constantly "wants to get married," adds nothing to the plot or the action and furnishes some light comedy that could easily be dispensed with.

There will be large crowds to see this picture because it will be talked about. It is difficult to imagine that it will add any to the sum total of human happiness in the world or will teach any lesson other than the age old one that it is dangerous to tamper with another man's wife and get caught.

D. W. Griffith attended the previews of the picture in person.

... night after yesterday reports his predictions at noon. Can which advertisers can have this service by calling ...

... the ... marriage ... couple were married here ... of this year and ... October 1.

20-30 CLUBMEN FROM GATE CITY SEEK 1928 MEET

San Bernardino's delegates to semi-annual convention of Twenty-Thirty Clubs in Fresno, which two Riverside clubmen in attendance, will make a strong bid for the next conclave, according to Associated Press dispatch last night.

Fifteen clubs from California and Nevada are sending nearly ... members. At Hazer and Dr. Jas. St. Clair, past president, are representing the local club at ... meet. The convention will be called to order this morning by D. Sheemaker, Sacramento, presiding for its two-day session.

SUB-ZERO STORM BRINGS WRECKAGE

(Continued from Page 1)

overdue at Detroit. No word has been received as night fell from the grain laden Altadoc, reported going to pieces on a shoal off Keweenaw Point.

Fast in twelve inches of ice in Mud lake at Sault Ste. Marie, the Steamer Thomas Britt awaited outcome of attempts to reach her by ice crushers.

An 84-mile-an-hour gale snapped four vessels and a passenger steamer from their moorings at Buffalo, two of the ships being badly battered. Two package freighters headed up the lakes and the two rum runners said to have left Port Colborne, Ont., were unreported.

No vessels were in trouble in the south end of Lake Michigan, around Chicago, where the mercury hovered around 20 degrees above zero as the peak of the cold wave moved eastward.

Warmer weather throughout the middle west, and south was in prospect for the week-end with the milder winds only a few hours behind for the Atlantic seaboard.

Snow choked roads of Wisconsin, upper Michigan, Minnesota and the Dakotas.

Several additional deaths attributed to the cold, were reported, sending the total for the storm well above the thirty mark.

MURKY SKIES GIVE PROMISE OF MILDER TEMPERATURES HERE

At 1 o'clock this morning the skies were overcast in Riverside with a decided dampness in the atmosphere. With a few scattering drops of moisture the possibility of rain today seemed reasonable.

WARMER IN L. A.

LOS ANGELES, Dec. 9. (AP)—Rain

UNITED ARTISTS (AUSTRALASIA) LTD.
51 Castlereagh Street,
Sydney

December 12, 1927

Mr.Arthur W Kelly,
General Manager,
Foreign Distribution,
United Artists Corporation,
729 Seventh Avenue,
NEW YORK CITY. N.Y. U.S.A.

Dear Mr.Kelly:

GENERAL REPORT FOR FIVE WEEKS ENDING 3rd DEC. 1927

I beg to submit for your information General Report as follows:-

A. MATTERS OF IMPORTANCE, POLITICAL, ECONOMICAL OR OTHERWISE AFFECTING THE OPERATING AND MAINTENANCE OF EACH BRANCH:

NEW SOUTH WALES:

LONG RUNS: " THE FLAG LIEUTENANT" at Prince Edward Theatre. As predicted, this picture only ran at the Prince Edward Theatre for a period of six weeks and business apparently was not up to the same standard as American pictures that were only moderate successes at this theatre Since the Prince Edward opened three years ago, the only pictures that did not exceed a six weeks' run were Harold Lloyd in "COLLEGE DAYS", "OLD IRONSIDES" and "ROMOLA". However, " THE FLAG LIEUTENANT" is undoubtedly the most successful English picture that has come out here so far

At the Crystal Palace" 7TH HEAVEN" is still running, although it should have been taken off at the end of six weeks. However, at this time of the year business is very bad and the Management of the Crystal Palace proposed to Fox Films that "7TH HEAVEN" should be kept on till 31st December providing takings did not drop below L 700, and Fox were willing to revise their terms to provide for all expenses of the theatre to be a first charge, and to co-operate in bearing a share of the advertising. Fox agreed to this as by doing so they will get a ten weeks' run, which will build up a fictitious goodwill value of the picture, which after all has been a moderate success. Unfortunately these arrangements have upset our calculations in regard to the opening date of " RESURRECTION", but it is now definitely fixed that "RESURRECTION" opens on the 31st December, which means that we get the New Year holidays in, but miss those at Xmas.

At the Piccadilly Theatre "CRADLE SNATCHERS" is enjoying a brief run,

NEW SOUTH WALES 5/- IN THE £1 FILM TAX: An inconclusive decision has been given by the High Court which necessitates the pleadings being all altered, and the case being argued again. Our Attorneys advise, however, that the indications are very favourable towards the final verdict being in favour of the Distributors. I have not cabled for the reason that the position is still most obscure, and until the case is re-argued our Attorneys advise that it would only be misleading you to cable you on the matter.

NEW CAPITOL THEATRE: The completion of Union Theatres' big enterprise the new Capitol, has been delayed owing to a difficulty in obtaining a sufficiently large steel girder, and this Theatre will not open until the 5th April, 1928, whereas it was originally planned to open the first week in January. This is very detrimental to us as we were looking to the Capitol Theatre to give us a first release on "TWO ARABIAN KNIGHTS" and "COLLEGE", and probably "THE MAGIC FLAME", all in January and February. We cannot, however, hold them until then and I am now endeavouring to get the best possible release for these pictures that is obtainable with present existing theatres.

As far as Hoyts' new Regent Theatre is concerned, it would appear that this Theatre will be completed on time, and should open its doors in February. I have great hopes that "SORRELL AND SON" will be selected as the opening picture, and have today submitted the film to Hoyts for them to decide.

VICTORIA:

Last month I referred to the Melbourne suburban booking Combine and the effort that was being made by Paramount, Fox, First National, Universal and ourselves to break the various pools existing there which are all controlled by Hoyts as far as film is concerned. Unfortunately the General Manager of Paramount, after protracted negotiations, reported that as far as he was concerned he was satisfied that it was impossible to break the various pooling agreements as they were all constituted partnerships covered by a proper binding legal deed, and that as far as he was concerned he was going to sell to Hoyts in practically the same manner as heretofore. Mr.Hicks' action naturally made it impossible for the rest of us to battle along, therefore I regretfully have to state that the Melbourne suburban situation is precisely as it was, and Hoyts have undoubtedly registered a very big victory. Personally, I consider that the pools could have been broken if Paramount had not, to put it plainly, squibbed on the proposition.

I might mention that Mr.Hicks did nothing dishonorable or behind the other Distributors' backs, but at the same time showed what I consider a lamentable lack of vision, preferring to grasp an immediate advantage for his Company, for which in all probability he will pay dearly at Hoyts' hands later.

As far as we are concerned I am not pressing the sale of our next year's pictures to the Melbourne Suburbs, although the majority of them have already been sold to Hoyts for first release. As Mr. Thring is due back by the 25th December, and in view of his conversations with you and Mr.Schenck, I figure that he will endeavour to influence his co-directors to give us a very much better deal than is obtainable at present. In addition to this I purpose starting off 1928 by releasing some of our strongest pictures, feeling sure that they will be unable to resist booking them through their suburbs at fair and reasonable rentals.

NEW SUBURBAN THEATRE: The main down-town Theatre centre of Melbourne is St.Kilda, and the Phillipps Bros. who control the Capitol Theatre, have just erected in St.Kilda a new House holding 3,000 people, and of a magnificence exceeding even the Capitol. It is a colossal venture for this country, and is more monument to the vanity of the Phillipps than a money making proposition. The Theatre and land complete cost between £ 130/140,000 and their running expenses weekly, excluding film hire, are approximately £750. This means that this House had to gross weekly practically more money than the "B" grade weekly change Houses in the City of Melbourne, which hardly seems possible. They have opened with the policy of weekly changes, double feature programs and fairly elaborate Vaudeville acts.

LONG RUNS: "7TH HEAVEN" is running at the Capitol Theatre to very fair business, and the Australian Super-Production "THE TERM OF HIS NATURAL LIFE" has been playing to capacity business at the Auditorium.

During the month we have had to move into new offices owing to our present building having been sold for demolishing purposes. We have moved into a new building where special facilities for handling our prints have been provided, and we are now in possession of really first class up-to-date offices at only a slightly increased rental.

VICTORIAN CENSORSHIP ACT: This Act is operating very harshly, and pictures that are branded "Children Under 16 not Admitted" are being detrimentally affected at the box office.

SOUTH AUSTRALIA: (Sub-branch of Victoria): Conditions in this territory are particularly bad at the present time, and our Representative there who has recently concluded a tour of a large number of country towns, reports that in his experience matters were never worse. Unemployment is tremendously heavy, and taxation has been increase in every direction. All employees earning £ 100/-/- per year now have to pay Income Tax. Stamp Duties have been doubled, and Railway fares and freights have been increased. Naturally the Exhibitors are crying out unhappily and endeavouring to have their film hire reduced in every direction. It is even rumoured that the Govern-

ment are going to double the Entertainment Tax, which if it goes through, will mean that every 2/6d. ticket will be plus 7d., which is a shocking imposition and is bound to affect attendances.

QUEENSLAND: The big menace to attendances, particularly at the Suburban Theatres in Brisbane caused by the advent of Mechanical Hare Racing, had been removed owing to the Queensland Government prohibiting betting at night Meetings. This had relieved the situation considerably in Brisbane Suburbs, but at the same time business there is far from good on the big night of the week, namely, Saturday, inasmuch as the Motor Speedway Races still attract approximately 10% of the population on Saturday nights.

WESTERN AUSTRALIA: Hoyts' new Regent Theatre, the first to open of the three Theatres being constructed in Perth, continues to play to big business, showing that the public very very much appreciate a new and modern Theatre. The other two Houses, one being built by Union Theatres and the other by a private syndicate, are rapidly progressing and both should open their doors about March, 1928. The question of film supplies for the independent theatre is an acute one, for the reason that all the remaining houses are owned by the two big Combines, Hoyts and Union Theatres, and neither party will feel inclined to sit idly by and allow the independent Exhibitor to obtain his film supplies except at an almost prohibited price. Undoubtedly this independent project will be absorbed by one or other of the Combines. As far as I am able to ascertain, although the Management of this Theatre have been endeavouring to make arrangements for a first release, they have been unable to conclude any satisfactory contract so far.

NEW ZEALAND:

DAYLIGHT SAVING BILL: Contrary to expectations, the general opinion seems to be that this measure has not materially affected the Picture Theatres whatsoever, and all have decided to retain their same schedule performances as operating before the measure became law.

The New Zealand Government who recently raised the duty on American films from 1d. to 3d. per foot- and just as promptly took it off again, have now introduced a measure entitled the Cinematograph Films Bill,, which is to be considered next Session of Parliament to be held about March, 1928. The Bill bears much resemblance to the British Act as regards quota provisions, both Exhibitors and Distributors being included. The proposal is that during 1929 the Film Renters are to distribute at least 7½% of British and New Zealand films, and in 1930 and 1931 10%. In 1932 the percentage is to be 12½, 1933 15%, 1934 and 1935 17½%, and thereafter until 1940 20%. The Exhibitors' quota starts six months later, and until 1937 their yearly quota is 2½% less than the Film Renters. The part of the Bill which is grossly unfair and which will have to be fought tooth and nail, is the provision that all Renters will pay a direct tax to the Government of 5% of the gross received from N.Z. Films, 7½% from British films

and 12½% from the gross received from foreign films. The Motion Picture Distributors' Association are fully considering what effective steps can be taken to have this latter provision modified as it is an imposition practically impossible for the distributing end of the industry to stand. It is practically equivalent to the 5/- in the £ Tax levied by the New South Wales Government, because the New South Wales tax is levied on gross rentals after operating expenses are deducted, whereas the New Zealand Bill is equivalent to 2/6d. in the £ on gross earnings without any deductions whatsoever.

2. CHANGES IN PERSONNEL AND SALARIES:

The only change during the month was the placing of Mr.Hal Andrews on the pay-roll as a Salesman for the N.S.W. territory at a commencing salary of £7/10/- per week. This appointment was in place of Mr. Maunsell, whose termination of appointment was notified in the last Report.

3. PICTURES RELEASED AND HOW RECEIVED IN EACH TERRITORY.

"NIGHT OF LOVE" at Hoyts De Luxe, Melbourne: Excellently received and played to very big business.

"NIGHT OF LOVE" Hoyts Regent Theatre, Perth,(Briefly reported on last month): Very well received, but the box office total was somewhat affected by the run being in opposition to the legitimate play "ROSE MARIE" at Her Majesty's Theatre. This latter attraction grossed nearly £ 5000 for its first week's run in Perth, which adversely affected the picture theatres.

"WINNING OF BARBARA WORTH" At Hoyts Regent Theatre, Perth: Excellently received and created a House record, the takings being £16 more than has been registered in any one week since the theatre opened in September.

"TOPSY AND EVA" at the Majestic Theatre, Auckland: Grossed £510 for the week which is very poor business for that House. The picture was not well received and newspaper criticisms etc. referred to it as being more suitable for children.

"TOPSY AND EVA" at Empress Theatre, Wellington: Similar reception and box office results as at Auckland.

4.- MISCELLANEOUS INFORMATION OF INTEREST:

THE ROYAL COMMISSION ON THE MOTION PICTURE INDUSTRY: This Commission has concluded the taking of evidence, and it is apparently now preparing its report to be presented to the Commonwealth Parliament. Incidentally the Chairman of the Commission has dealt quite severly with certain wit-

cases in the last few weeks who, with axes to grind themselves, have been giving evidence contradictory to that already received from other witnesses whose bona fides were undoubted. I particularly refer to a small group of disgruntled producers who, being unable to produce pictures of sufficient merit to command bookings, have tried to influence the Commission that the American Distributors were combined together in conjunction with the first run Exhibitors to keep Australian made pictures off the screens entirely. It would appear from this that the Commission's attitude will be favorable towards leaving the question of the encouragement of Australian picture production to solve itself.

CHILD ENDOWMENT: In my General Report for the period ending 3rd September I mentioned that a scheme of Family Child Endowment had been brought in by the Labour Government whereby all employers had to pay to the Government an amount equal to 3% of their weekly pay sheet. With the advent of a Nationalist Government in New South Wales this contribution has been waived as it is the Government's intention to raise the money to pay the Endowment in a more equitable manner, whereby an employer whose employees gain actual benefit will pay more than the employer whose employees gain no benefit from the scheme. We are therefore for the time being relieved of this extra expenses.

Mr.F.W.Thring, one of the Managing Directors of Hoyt's Theatres Ltd. is due back in Melbourne on or about the 25th December, and he will no doubt endeavour to reopen the negotiations with Union Theatres for a merger between themselves and Hoyt's. It was generally supposed when the merger negotiations came to an abrupt ending that if Mr. Thring had been present a satisfactory basis would have been arrived at. At the same time Union Theatres are now so definitely committed to their expansion program which conflicts to a large extent with Hoyt's, that it is very doubtful if it is now possible to bring about any merger that will be satisfactory to both parties in spite of the fact that undoubtedly Mr.Thring is tremendously keen to effect such an arrangement for the reason that he is particularly anxious to quit Australia altogether and take up his residence in London.

5. OFFERS FOR PRODUCT IN COUNTRIES WHERE WE DO NOT OPERATE:

NIL.

6. SUGGESTIONS OR RECOMMENDATIONS CONCERNING PRODUCT OR OPERATION:

NIL.

Yours very truly,
UNITED ARTISTS' (A/asia) LTD.

(signed) R.R. DOYLE

GENERAL MANAGER

December 12, 1927.

Dear Willard,

I am sending you, under separate cover, about a dozen of Mr. Griffith's Christmas cards. These Raymond wants you to have addressed and mailed to several of the new friends in the banking business that Mr. Griffith has made since he went to California, such as Mr. James, etc. etc. etc. Raymond says for you to ask Mr. Griffith for the names of these men.

I am taking care of all the people on the newspapers through the country, the trade papers, etc. etc. according to last year's list, with additions and substitutions where necessary. Also, of course, all the friends, business people, motion picture executives, family, etc. etc. that have been on the lists for years and the new people on the Coast and at the U. A. Studio that Ray has a list of. In other words, all Mr. Griffith's cards will be taken care of from herewith the exception of the banking friends. Hope you like my selection in Christmas cards.

Kindest regards to everyone, including yourself. It was certainly good to see Raymond and I must admit that the California climate seems to agree with him -- only I don't fancy the mustache.

Sincerely,

December 15, 1947.

Mr. Carl Sternlev,
Griffith Ranch,
San Fernando, Calif.

Dear Mr. Sternlev,

I am enclosing herewith check in the amount of $272.60 requested in your wire.

Please go light on any new work, excepting what Mr. Griffith insists upon, until I return.

With best wishes,

Very truly yours,

RAK/CC

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, President

RECEIVED AT

STANDARD TIME INDICATED ON THIS MESSAGE

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

DLRS	DAY LETTER
NL	NIGHT LETTER
NITE	NIGHT TELEGRAM
LCO	DEFERRED
CLT	CABLE LETTER
WLT	WEEK END LETTER

GSA494 21 NITE

UA HOLLYWOOD CALIF 14

MISS C M CONWAY

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

HAVE YOU HEARD ANYTHING CONCERNING THE BRITISH OFFER HAVE BANZHAF OR SOMEBODY LOOK THIS UP IF YOU HAVENT ALREADY DONE SO

D W GRIFFITH.

FR 116A

December 14, 1927.

Security Trust & Savings Bank,
Hollywood & Cahuenga Blvds.,
Hollywood, Calif.

Attention of Mr. Galloway.

Dear Mr. Galloway,

I am enclosing herewith a check drawn to Mr. Griffith's order in the amount of $5,000.00. I wonder if you will be kind enough to deposit this to his account and send me a copy of the deposit slip to the above address.

Thanking you, I remain

Very truly yours,

RAM/CC

December 14, 1927.

Mr. A. T. Ricci,
Argentine-American Film Corporation,
220 West 42nd Street,
New York, N. Y.

Dear Mr. Ricci,

In accordance with the arrangement which we made today, you are to deliver to us a check in the sum of $1142.08, composed of the amount of $768.04, which you have already been billed covering the prints of the last two subjects which you ordered, plus the amount of $374.04 which is to represent an approximate advance payment for two prints of "Broken Blossoms" which you are to order. It is understood that this latter amount is based upon the cost of the last two prints of "Broken Blossoms" which were delivered to you, but should the cost of these prints be more or less, we will either make a refund to you or bill you for the additional amount.

Will you kindly let us have this check immediately, together with your order for the two prints.

It is understood that upon receipt and satisfaction of this check we are to forego the royalty still due under the contract.

Very truly yours,

D. W. Griffith, Inc.

Auditor.

RAK/CC

Broken Blossoms prints
1 print 5218 feet
5219
10437
035
52185
31311
365.295

365.29
1.20
366.49
12 Cans

December 14, 1927.

Dear Mr. Griffith,

I have seen Mr. Arthur Kelly regarding our inability to furnish a print of the picture for England until after the first of the year, and in this connection I mentioned to him that we do not feel, in the case of this picture, we are getting any advantage by blank booking because we feel that we have something that the exhibitors will be willing to pay more for after they have seen it than before, and I suggested that he write Silverstone, the General Manager of the English office to this effect, which Mr. Kelly did immediately, suggesting to Silverstone that he create the idea with the English exhibitors that due to the nature of the picture, should they cancel the contracts now existing, they will have to pay more, and will be willing to pay more, after they have seen it.

You will recall, a day or two prior to my departure from California, I mentioned to you that somebody had been buying D. W. Griffith, Inc. stock in such an insistent manner as to force the market up. I made it a point, on my arrival in New York, to find out who it was and it is none other than Lloyd, who has paid as high as 1 5/8 for it in his attempt to beat all other competitive buyers. However, I have succeeded in buying 700 shares this week. May I impress upon you the importance of saying absolutely nothing in Lloyd's presence which might encourage him further in buying D. W. Griffith, Inc. stock. As a matter of fact, I would make it a point to say something to him to discourage him. Incidently, don't let him know that you are wise to his purchasing the stock.

I am very glad to hear that you have definitely decided to do "The Battle of the Sexes". I have spoken with both Mr. Schenck and Mr. Neyfack in regard to the story rights and the prints, and everything will be taken care of properly. I had quite a talk with Mr. Schenck, but told him nothing about the picture you just finished. He was more than pleased with the reports that you sent to him and from other reports which he has been getting around the industry.

I hope that you have been well, and with very kindest regards, remain

Sincerely yours,

P. S. Will you please destroy this letter, due to the information in the second paragraph.

Hotel Bristol
Berlin December 14 1927

Mr Will H Hays,
469 Fifth Avenue,
New York City

Dear Mr Hays:-

On December 9 I had a meeting of our member company representatives in the Commercial Attache's Office. I enclose Memorandum of the minutes of that meeting and an outline of the discussion.

On Saturday December 10, I went with Mr Allport the Commercial Attache, and an interpreter from his office to see Dr Landsehr in the Reichswirtschafts Ministerium. Dr Landsehr is commonly spoken of as the film dictator in Germany. In his office is lodged the responsibility of administering and interpreting all governmental regulations concerning films.

We drafted and issued from his office the new regulations which we are now discussing here. We talked with him from 11 o'clock in the morning without intermission until 2 o'clock in the afternoon going over minutely the new regulations and how they would be interpreted and amended. I am hoping to enclose, before this letter is put in the mail, a resume of our discussion. I have drafted minutes of what was said, as it was interpreted to me. Mr Allport, who understands German, has also set down his impression of the discussion. Mr Wildesheimer of Mr Allport's office, who acted as interpreter, is also setting down his recollections. We are to meet late this afternoon to reconcile our impressions if they differ, and to make a clear statement of what was said at the meeting, upon which we can all agree.

On the whole, I was quite pleased with Mr Landsehr's attitude. He said that the present regulations were only temporary and designed to carry on for the next eighteen months, until June 1929, when a decision will be reached at Geneva. He promised definitely that the new regulations would not be allowed to work hardships on any American companies that have been doing business in good faith in Germany.

On Monday, Dec. 12th, I talked for two hours with Dr. Klitzsch, General Manager of Ufa, about the whole situation here, and about the prospect of American companies continuing to do business here. As the conversation progressed, he became more and more interested and in the end asked if our conversations could be resumed and continued after the New Year. I talked very plainly to him. He acknowledged quite frankly that the contingent plan had not been successful but had only resulted in flooding Germany with cheap, trashy pictures and lowering the standard of German productions. He is quite strong too for restrictive measures on film imports. I pointed out to him as strongly as I could the necessity of desirability of a free, open market in Germany for our films. What I said

- 2 -

increased him to the extent of making him desire to go into the matter at length and fully with us after the New Year.

On the same afternoon (December 18), I went with Mr Poole, Chargé d' Affaires of our Embassy in the absence of Ambassador Bullitt, to the Foreign Office, where I was very courteously and cordially received. Strongly supported by Mr Poole, I had a talk with the head of the Russian of the Foreign Office having to do with American relations. I found him most responsive. He asked me to come and see him again when he had had an opportunity to inform himself on the trade aspects of the matter by having talks with Mr Litvinov, and the Minister of Commerce.

I have also been glad to see Dr Schacht, President of the Reichsbank, Herr the Reichsbank, and talk with him about the international aspects of this problem as we see it.

In addition to these large people, I have seen individual persons familiar of our member companies and others who might give me some light on the situation.

[illegible] that too much publicity cannot be given [illegible] would be widely spread in the [illegible] has changed the continent, and while [illegible] of the [illegible] Conference [illegible]

The most important [illegible] and emergencies which have arisen simultaneously in Berlin, Paris and Vienna. I [illegible] these places at once. My judgment, which is confirmed by others, is that this is the lowest situation. If the problem here can be successfully solved the other situations can be fairly easily remedied, I hope. As a matter of fact, I am looking forward with a good deal of confidence to a fairly successful conclusion of these negotiations. I am by no means lacking in hope of a sound outcome. It will take time, a great deal of industry and application, and will require patience on our part.

With kindest personal regards

Sincerely yours,

(signed) Edward C.Lowry

TÉLÉPHONE : ELYSÉES 00-00
ADRESSE TÉLÉGRAPHIQUE : VERSFIRTH

Les Artistes Associés

REPRÉSENTANT EXCLUSIF DE LA
UNITED ARTISTS CORPORATION
HIRAM ABRAMS PRÉSIDENT

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D.W. GRIFFITH

Société Anonyme
GUY CROSWELL SMITH
ADMINISTRATEUR DÉLÉGUÉ

UNITED ARTISTS

SIÈGE SOCIAL
18, RUE D'AGUESSEAU
PARIS

Agences
PARIS
18, Rue d'Aguesseau
MARSEILLE
LYON
LILLE
BORDEAUX
ALGER
BRUXELLES
GENÈVE
PRAGUE
ROME
COPENHAGUE
STOCKHOLM
CHRISTIANIA
BARCELONE

PARIS, le December 14th 1927

Mr. H.E. Banshaf,
130 West 42nd Street,
New York.

Dear Mr. Banshaf,

On receipt of your letter asking the whereabouts of Dr. Schattner, we sent a letter to his address in Vienna but have not received a reply. About six weeks ago, Dr. Schattner called at our Berlin office and stated that he had been entirely unsuccessful in doing anything with "Isn't Life Wonderful" either in Austria or Germany. He seemed in very straightened circumstances at that time and asked if we knew of any place where he could get work. We have not seen him since. We are making inquiries for him both in Vienna and Berlin and as soon as he is found I will let you know.

With kind regards and best Christmas wishes,
Yours sincerely,

Guy Croswell Smith

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT
UNITED ARTIST STUDIO
PRIVATE WIRE

Signal after the number of words if "Night" indicates that letter is a "Night Letter" or "Night Telegram"

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

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Form 19 NM

---NY-NY-07-6 EXTRA NL

NEWYORK NY DEC 15 1927

D W GRIFFITH

UNITED ARTISTS HOLLYWOOD CALIF

CAN MR GRIFFITH UNDERSTAND METRO GOLDWYN LOOKING FOR GIRL EY TYPE FOR PICTURE SOUTHERN MISS PUSTR NEWYORK REPRESENTATIVE MR ALTMAN WANTS DUPLICATE HIS DARKER SELF OR ONE EXCITING NIGHT YOUR PERSONAL RECOMMENDATION TO HURT STROHEIMER WOULD HELP ME IF YOU CAN DO THIS IT WOULD BE GREATLY APPRECIATED SINCERELY

LISA HARRISON

EDWARD SMALL CO 1650 BROADWAY

907AM 16

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

CABLEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

INDICATE CLASS OF CABLEGRAM BY X

PREFERRED	
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CABLE LETTER	
WEEK END LETTER	

MARK AN X OPPOSITE THE CLASS OF SERVICE DESIRED OTHERWISE THE CABLEGRAM WILL BE TRANSMITTED AT ORDINARY RATE

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ROUTE VIA

Send the following Cablegram, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

10—1309

December 16 1927

HERBERT BLACKMORE
DRAMATIQUE LONDON

PLEASE CABLE UNDERSIGNED ATTORNEY GRIFFITH FULL DETAILS REGARDING OPPER BRITISH FILM ALSO REFERENCES

ALBERT H T BANZHAF
130 WEST 42nd STREET
NEW YORK CITY

charge Banzhaf 130 W 42

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

CABLEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

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TIME FILED

ROUTE VIA

Send the following Cablegram, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

10—1309

DECEMBER 16 1927

116A

A C BUNDY
25 SHAFTSBURY AVE
LONDON WEST

PLEASE CABLE MY EXPENSE STANDING OF HERBERT BLACKMORE IN PICTURE INDUSTRY CONFIDENTIAL

ALBERT H T BANZHAF

charge Banzhaf 130 W 42

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

UNITED ARTISTS (AUSTRALIA) LTD.
51 Castlereagh Street,
Sydney.

December 16,1927.

Mr.Arthur W.Kelly,
General Manager,
Foreign Distribution,
United Artists Corporation,
729 Seventh Avenue,
NEW YORK CITY, N.Y. U.S.A.

Dear Mr.Kelly:

Attention Mr.Mulrooney:

I am in receipt of your letter of the 11th ult. regarding Censorship cuts made in this territory, and I now enclose a list showing the Censor's eliminations from films handled by us, and a further list showing censored advertising matter.

These lists refer to Australian Censorship only, but as far as New Zealand is concerned, what applies in Australia applies in a lesser degree in New Zealand, inasmuch as the Censorship in the latter place is not as onerous.

In addition to the cuts mentioned in the lists, the picture "TOPSY AND EVA" was rejected entirely for Australia, but passed in New Zealand. This is the only picture entirely rejected in the Australian territory, but in New Zealand the pictures "DOWN ON THE FARM", "SALOME" and "SALVATION HUNTERS" were entirely rejected.

Pending the receipt of a standardised form we will advise you regularly of all eliminations and cuts affecting films and advertising matter that are made from time to time.

Yours very truly,
UNITED ARTISTS(A/asia) LTD.

(signed) R.R.Doyle

GENERAL MANAGER

CENSOR'S ELIMINATIONS FROM FILMS

" THE EXTRA GIRL " - OCTOBER 10, 1924:

Reel 7: - Eliminate two views of Mackett hitting Sue and also view of him kicking Giddings as he is on the floor.

Length of cuts - 16 ft.

" DECAMERON NIGHTS " - MARCH 16th, 1925:

Reel 2: - Eliminate subtitles: (a) "Maybe she's warmer to-night than you or I, Torello"; (b) "For this affront, I'll win her Talisman, sending you word of where she wears the mole which none but you have seen..... or if they have, tell not".

Reel 3: - Eliminate (a) subtitle: "Heedless a moment of ambition's charms, the Soldan turns his thoughts to lighter love"; (b) closeup view of dancing girl at side of couch of Soldan; (c) subtitle: "Thus Ricciardo plans the rape of the Talisman", and substitute: "Thus Ricciardo plans the seizure of the Talisman".

Reel 4:- Eliminate (a) view of dancing girl showing light between limbs ; (b) front view of dancer, as seen from throne of Soldan.

Reel 7: - Eliminate view of Soldan (where Saladin and Princess standing before him) almost touching breast of Princess.

Length of cuts:- 91 ft.

DOWN TO THE SEA IN SHIPS - MAY 18, 1925.

Reel 6:
(a) Reduce struggle between skipper and girl in cabin.
(b) Eliminate view of man throttling another on floor.
(c) Reduce struggle between man and girl on bed.

Length of cuts : - 59 ft.

"THE SALVATION HUNTERS" - MAY 25, 1925.

Reel 5: - Eliminate action in connection with "girl" going to other room, and obtaining lip salve, and subsecuent conference between man and girl who gave it to her.

Eliminate all appearnace of "the gentlemen" after the girl has refused to take his money, especially the views of the two men waiting outside the door.

Length of cuts:- 212 ft.

" LOVE AND SACRIFICE" - June 20, 1925:

Reel 1:- (a) Reduce country scene preceding subtitle: " In Virginia there were a few families, etc."; (b) reduce views of Nancy and brother; (c) delete subtitle: " In the court of King George III, etc."; and relative scene; (d) Reduce scene of Colonist's discussion in tavern from closeup of Nathan to subtitle; "The Boston Committee of Public Safety, etc."

Reel 2:- (a) Reduce view of Nancy and brother in gallery and of Paif watching Washington including closeup of latter and delete subtitle: " Ah! what happiness to marry such a man"; (b) Reduce scene showing Nancy and brother when seated and Nathan's arrival; (c) Reduce scene showing Nancy resenting attack on father; including shot of Nancy and Nathan gazing at each other; (d) Delete view of Nathan smiling, and of Nancy and father embracing; (e) Reduce farewell scenes with Washington.

Reel 3:- Reduce view of armed colonist's gathering and drilling, allowing Nathan to speak to Nancy over wall, and then fall into line. (b) Reduce scene showing Montague family playing cards and bidding each other good-night.

Reel 4:- Reduce scene showing Paul Revere waiting for signal;(b) reduce duel scene.

Reel 5:- (a) Reduce scene of Colonists' rally and later scene showing them marching and that in which Regulars are shown advancing; (b) Delete subtitle: "Parker, Captain of the minute men, etc."; and closeup of Parker; (c) Delete subtitle; "Nathan's friend, Jonas Parker, etc;" and closeup of Parker; (d) Delete closeup of Nathan on horseback and reduce scenes of Regulars marching and villagers watching; (e) Delete scene and subtitle, in which Butler says "There is nothing to fear from these Regulars, etc."; (f) Reduce battle scenes.

Reel 6:- (a) Following subtitle: "After the Battle", reduce scene at Inn. (b) Delete scene in which brother and sister embrace; (c) "Reduce battle scenes.

Reel 7:- (a) Reduce scenes in hospital showing death of young Montague; (b) reduce scenes showing Nancy preparing to tell her father of his son's death; (c) Delete scene of Walter Butler's forces together with relative subtitles up to but excluding subtitle: "The scourge of the North Country etc."; Delete Butler's arrival at Ashley Court; (e) Delete closeup of Nancy & Butler and reference to Joseph Brandt and Captain Hare; (f) Reduce scene in drawing room;

Reel 8:- (a) Reduce Nathan's interview with Nancy and delete former's interview with Montague; (b) reduce scenes showing

tribulations of colonists, of refugees being fed, and of Nancy presenting flag to her father.

Reel 9:- (a) Delete subtitle: " North American Headquarters, etc"; (b) reduce view of Nathan and companion approaching Ashley Court; (c) delete interior view and view of Nancy in hallway; (d) delete view of Nathan and companion at d or under stairs, scene showing them creeping along passage and view of Nancy watching Regulars from window (e) delete closeups of Brandt and Butler, including subtitles: "At three o'clock, etc," and "Captain Butler by your leave"; (f) reduce scenes showing Butler and friends dining; (g) reduce scene in which servant and shoemaker are ill-treated; (h) delete closeups of Hare, of Hare and Butler and of Montague listening.

Reel 10:- (a) Reduce view of Nancy and Butler on stairs, closeup of Brandt; (b) delete subtitle: "My Mohawks are now or not at all" and closeup of Brandt; (c) delete view of Indian watching Nancy, closeup of Indian and view of him running; (d) delete view of hillside preceding subtitle: " Butler means to succeed, etc;" (e) Greatly reduce scenes of colonists seeking refuge at fort, views inside fort and fighting.

Reel 11:- (a) greatly reduce scenes of fighting in and around fort, eliminating British flag wherever shown.

Lengths of cuts:- 2107 ft.

"THE MIRACLE OF THE WOLVES" - August 31, 1925:

Reel 1:- (a) Reduce introductory matter giving particulars of producers, etc; (b) Reduce views of hunting party; (c) Reduce rural scenes; (d) Reduce scene introducing Cottereau; (e) Reduce views of Fouguet, of Jeanne at fountain, and of Fouguet and Cottereau conversing; (f) Reduce interview between Jeanne and Louis; (g) Reduce death-bed scene and fade-in of Louis.

Reel 2:- (a) Reduce closeup of Jeanne and of her and Louis after subtitle: " You are the King"; (b) Reduce view of Louis and attendants; (c) Reduce views of Duke and Jeanne; (d) Reduce views of Jeanne on horseback; (e) Reduce view of Duke and companion outside Castle; (f) Reduce view of Louis and Biche; (g) Reduce interview between Louis and Duke; (h) reduce interior scene and closeup of Louis; (i) reduce closeup of Duke and Jeanne; (j), (k), and (l) reduce festival scenes.

Reel 3:- (a) and (b) Reduce festival scenes; (c) and (d) reduce closeup of Jeanne, and of Jeanne and Cottereau; (e) reduce festival scenes.

Reel 4:- (a) Reduce scene in which the Duke is discussing situation with followers and view of crown preceding subtitle: "Good, this gives a fine handle to your quarrel with the King"; (b) Reduce festival scenes; (c) Reduce view of Jeanne and Fouchet talking; (d), (e) and (f) reduce battle scenes.
In battle scene, eliminate (a) man smashing in head of another

with stove; (b) sword being withdrawn from man's body.

Reel 5:- (a) reduce scene in which Jeanne and companion are standing in audience chamber and Louis enters; (b) (d) and (e) reduce interview between Louis and Gottereau; (f) reduce view of Jeanne auditating, standing at window, and of horsemen; (g) reduce scene showing Fouchet and Jeanne in waggon; (h) reduce scene between Louis and the Duke.

Reel 7:- In fight between man and wolves, eliminate view of wolf taking man's chin in its jaws.
Reduce interview between Louis and Jeanne and subsequent scenes up to end of reel.

Reel 8:- (a) Reduce views of refugees, castle gates, landscape, belfrey, and woman with child in arms; (b) reduce view of refugees and landscape; (d), (e), (f), (g) and (h) reduce fighting scenes.

Length of cuts: - 2125 ft.

"SALLY OF THE SAWDUST" - October 22,1925:

Reel 2:- Eliminate views of acrobat kissing girl on breast.

Reel 4:- Eliminate subtitle: "Sally, you are growing up".

Reel 5:- and 6:- Reduce scenes of man making love to girl (a) on grass; (b) on merry-go-round seat.

Reel 6:- Eliminate closeup view of dancer lifting leg and show-thigh.

Length of cuts - 89 ft.

"WILD JUSTICE" - January 5, 1926:

Reel 2:- Eliminate two closeups of girl showing horror as man approaches her, and reduce struggle-embrace
Eliminate view of girl being carried into another room.

Length of cuts- 46 ft.

"SPARROWS" - June 4, 1926:

Reel 2:- For subtitle: "You kids kiss and make up. Remember what the Bible says- "Let not thy right cheek know what thy left cheek getteth" & substitute:- "You kids kiss and make up. Remember what the Bible says about turning the other cheek."

For subtitle: "It's Splutter's turn. The Bible says "Blessed are the tongue-tied - for they cannot ask- therefore they shall receive", and substitute:- It's Splutter's turn. He can't ask

"SPARROWS" (continued)

properly, but his prayer has been answered."

Length of cuts- 54 ft.

"THE SON OF THE SHEIK" - October 19, 1926:

Reel 1:- For s/t: "Allah curse all dancing girls. Their hips full of abandon, make young men full of nonsense" substitute: "Allah curse all dancing girls- they fill young men's heads full of nonsense."

Reel 4:- Eliminate last part of scene in tent, with accompanying s/t: "Your gang will not collect from me this time. For once your kisses are free." from where Valentino goes forward towards girl with smile on his face (including forcible embrace, retirement behind curtain, etc.)to fade-out.

Reel 5:- Cut all views showing girl writing on couch-showing her standing when Valentino enters.

Eliminate s/t: " And you'll have more reason to hate me before I've finished with you.

Reel 6:- In flash-back (Sheik picture) eliminate s/t: "Lie still you little fool."

Length of cuts:- 139 ft.

"THE NIGHT OF LOVE" - April 7, 1927.

Reel 1:- Eliminate views of Duke gazing on girl.
Delete subtitle referring to "Le droit du seigneur".
Delete views of girl being unwound.
Eliminate s/t. "My word gentlemen, I think I shall turn gipsy for the night". Just before the Duke moves towards Montero insert new s/t. "My word gentlemen, here is an opportunity to avenge ourselves on our hereditary enemies and amuse our court as well".
Delete s/t. "True it is a hard law which gives me the right of the first night" and substitute" True it is a hard law which gives me the right of all I survey".
Delete s/t. "But I must do my duty- I must uphold the law".
Delete underlined words in s/t. " I shall do you the honor of entertaining your bride for the evening."
Delete s/t. " It is the law- a bride must first go to the Duke if he commands" and substitute "It is the law- if he commands. "

Eliminate all scenes after Duke and soldiers ride into castle up to end of reel.

"THE NIGHT OF LOVE" (continued)

Reel 2:- Eliminate scene after title "Puss, puss, your cream is spilled" from where Duke enters bedroom with his bride to where he turns round and is surprised by Montero standing at end of bed.

Reel 3:- Delete s/t "A toast my Lord, to your bridal night- and mine," and substitute "A toast my Lord to your revenge, and mine.
Delete s/t."And as the Duke claimed my bride etc" and substitute "The hour of my vengeance has come and blood shall pay for blood."
Delete view of flash back of Duke strangling gipsy.
Delete view of Montero kissing duchess.

Reel 5:- At end of reel delete double exposure of girls floating before Duke's eyes.

Reel 6:- Eliminate scene where Jester rolls to bottom of stairs to where Montero and Marie are shown with castle in background.
Delete s/t "A dance and to the winner a prize" (b) What is the prize? (c) "I am the prize" (d) He takes the winner -"I'll be satisfied with all the losers".
Eliminate scene where Marie is seen on stairs to close-up of Duke kissing Beatris.

Cuts - 400 ft.

"THE LOVE OF SUNYA" - April 28, 1927.

Reel 3:- Eliminate views of woman's back being washed.
Eliminate view of woman's leg during foot manicuring cutting the view of face.
Eliminate shoot of kissing girl's foot.

Reel 4:- Eliminate view of card, being written upon, and girl receiving it and putting it down corsage.
Eliminate s/t. "We will discuss your bills- after your performance.

Reel 6: Eliminate views of man flinging girl about in dance-retaining last one where she falls over on ground.

Cuts - 101 ft.

"RESURRECTION" - April 28, 1927.

Reel 4:- Eliminate close-up of girl taking off stockings.

Reel 5:- Eliminate view of man and girl on couch after dancing girl episode.

Cuts- 34 ft.

" THE MAGIC FLAME" - September 20, 1927.

Reel 4:- For subtitle- "I should like to see more of you. When may I?" substitute "When can I see you again?"

Reel 6:- Eliminate subtitles "You mean- she's coming here- at night, "and she assures me that You Majesty will find her a most obedient subject - in all things."

Cuts 26 ft.

CENSORED ADVERTISING MATTER:

"DECAMERON NIGHTS": - March 17, 1925

1 Courier rejected.

1 12/sheet Poster of the Sultan and his favorite rejected.

3 Stills rejected. These show (a) Lionel Barrymore as Saladin and Riccardo engaged in struggle with daggers; (b) the harem dancer about to be whipped by slaves; (c) The Sultan and his favorite, same as rejected poster.

Press book passed with deletions of:-

Page 4:- Reproduction of 12/sheet poster.

If reproduction of 48/sheet poster be used in advertising, figure of girl is to be draped.

Page 5:- Insert showing Sultan and favorite; Insert of dancer being whipped.

"LOVE AND SACRIFICE" - May 6, 1925:

Press Book: Page 1 - Synopsis: Paragraphs (a) "One may ask why Washington crossing the Delaware is not shown..... ..... and women, for whose scalps no bounty was offered, were oftentimes burned in their homes" (b)"As for Walter Butler, symbol.....one redeeming trait."

Page 4:- Delete whole column headed "Unearthing the Revolution's Real Villain " re Walter Butler, from "Who was the greatest villain of the War of American Independence?".....down to and including"....but giving birth to a country-wide and unanimous sigh of relief."

Page 5:- Sentence: " An alien king was the cause of it, and precipitated it."
Also paragraph -"Two lives were lost when Washington's forces crossed the river.....which alone could keep Washington's army supplied with food.

Page 7:- Half column headed "Startling revelations pictured in film.....down to and including" ..... some of his most telling and most dramatic scenes.

4-Page Folder:- Synopsis: Delete Paragraphs marked "a" and "b" as in press book, detailed above.

"RESURRECTION" - May 9, 1927:

8 x 10 photographs, 2, rejected:- (a) Man lying on bed embracing dancing girl; (b) Man seated on bed embracing girl.

"RESURRECTION" (continued)

11 x 14 photograph, same design as 6 x 10 with letterpress:- "He found many girls whose kisses were bold".

Press Book passed with following deletions:-
Page 5:- Beneath mat of Rod in Rosque -"Just at this moment he thinks of Katusha and regrets that he"done her dirt'."
Page 10:- Reproduction of rejected 11 x 14 photograph, Tolstoy's Novel Told in Six Days. - View with letterpress:- "Dmitri forgot Katusha in his gay life."
Under heading "Wednesday" - Delete portion commencing with "full of desire----------Complete darkness reigned in the room."

"THE LOVE OF SUNYA" - May 9, 1927:

One 11 x 14 photograph with letterpress:- "Could this be a love trap?" and one 6 x 10 similar design - rejected. From 11 x 14 delete words "Never mind how I get jewels and gowns! Don't you know life?"
Deletions in Press Book as per marked copy handed to your representative.
The 6-sheet poster for this film has been passed, but no reproductions of this design must be used.

"THE NIGHT OF LOVE" - August 22, 1927.

One 11 x 14 photograph, "She was his by right", rejected. The letterpress must be removed from four 11 x 14 photographs as follows:-

(1) Priceless loot - the pearl decked bride of his enemy.
(2) A toast fair damsel, to the night of love.
(3) You may have your bride- to-morrow my Lord.
(4) The primal lure sways princess and gypsy.

"THE GAUCHO - November 14, 1927

One still, showing close-up view of man and girl dancing, man with cigarette in his mouth, rejected.

"THE DEVIL DANCER" - November 14, 1927:

Four Stills Rejected:-

(a) and (b) Girl in bed, man bending over her;
(c) Man embracing girl by bed;
(d) Girl in bed, man sitting alongside her.

"THE MAGIC FLAME" - November 15, 1927:

Press Book. From synopsis deleted- (a) "his latest victim" (b) "As the two are seen in a passionate embrace", and (c) from the bedroom".

From Serialization of film deleted- (a) "Now ", he thundered "I will teach you to keep your rotten attentions for the kind of women who want them."

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"TWO ARABIAN KNIGHTS" - One 8 x 10 photograph, showing group of soldiers with view of nude men in background rejected.

======

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

CARL E. MILLIKEN
SECRETARY

OFFICE OF THE PRESIDENT

Dec. 16th, 1927.

Mr. D.W. Griffith,
D.W. Griffith, Inc.,
1107 Longacre Bldg., N.Y.C.

Dear Mr. Griffith:-

Attached is copy of agreement signed by the Authors' League, et al., as agreed to unanimously by the Board at the quarterly meeting Wednesday, re-approved at the adjourned meeting yesterday, and executed by me last night. This reiterates the Association's position and amplifies the operation of the formula. It is agreed by all that this will not result in a weakening of our position but on the contrary will much improve the force of our purposes. A careful consideration of the terms of the new formula is earnestly urged.

With kindest personal regards, I am

Sincerely yours,

Will H. Hays

AGREEMENT BETWEEN THE AUTHORS' LEAGUE OF AMERICA, THE DRAMATISTS' GUILD OF THE AUTHORS' LEAGUE, THE AUTHORS' GUILD OF THE AUTHORS' LEAGUE AND THE MOTION PICTURE PRODUCERS AND DISTRIBUTORS OF AMERICA, INC.

December 15, 1937.

For the purpose of encouraging writers of books and plays to continue to furnish and still further to increase the supply of proper material for screen use; to give authors adequate protection in negotiating for the sale of their material; to further emphasize the recognition of the proper property rights of authors and dramatists; and to insure a still greater quantity of suitable motion pictures,

The Authors' League of America, including the Authors' Guild and the Dramatists' Guild, now join with the Motion Picture Producers and Distributors of America, Inc., in the formula and plan hereafter set forth.

The Motion Picture Producers and Distributors of America, Inc., reiterates its purpose as indicated in its resolution passed on June 24, 1924:

> "to avoid the picturization of books and plays which can be produced only after such changes as would leave the producer subject to a charge of deception, to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, and to prevent misleading, salacious or dishonest advertising."

The formula of the Motion Picture Producers and Distributors of America, Inc., for rejecting salacious books and plays now is as follows:

> "When any company member of the Motion Picture Producers and Distributors of America, Inc., is offered the screen rights to a book or play of a questionable nature its representatives immediately inform the offices of

that Association; and if the judgment of the member company to the effect that the picturization of the subject is inadvisable is confirmed, a notice is sent to all the other member companies giving the name of the objectionable book or play; and such company members thus having their attention directed to the subject in question have the opportunity of avoiding the picturization of the novel or play."

The formula hereafter will operate as follows:

(1) As is now the case, a company member will notify the Association if offered the screen rights to a book or play that the member believes to be unsuitable for the screen.

(2) The Association, as at present, with the assistance of other members of the Association and other authorities shall investigate the story which has been deemed by such members unsuitable for the screen. In addition, the Association shall hereafter notify the author of the story who may present to the Association his reasons why the story shall not be rejected.

(3) If it is decided that the story is suitable for the screen, the author and the company or companies that suggested its rejection shall be so notified.

(4) If it is decided that the story is unsuitable for the screen, the author and all the member companies of the Association shall be notified.

(5) After a story has been rejected the author may prepare a new story, with the unsuitable material removed and with a new title (written notice of which shall be given to the Association by the

author) and which title does not in any way suggest the old title, but using such dramatic incidents and interest as may be used and making certain the elimination of the unsuitable material. Then the author may submit such new story to producing companies for picturization, as in the original instance, with the distinct understanding that it shall not be publicized nor advertised in any way that will connect the new story with the old and that it shall not be presented in any way that would mislead theatregoers.

This agreed plan will insure the supply of wholesome and expertly prepared screen material by permitting the author of a book or play which has been rejected as unsuitable for the screen, to submit a new story under a new title which in no way suggests the old title, containing all that is suitable in the original story and omitting all that is unsuitable for the screen. If the story is accepted and produced it will be advertised as an entirely new story and will not be presented as an adaption or a revised version of the rejected story. In none of the publicity or advertising will mention of the rejected book or play be made. The production will be a picture made from the new story and it will stand on its own feet as such. Theatres will then be pre-

vented by contract from misleading the public by suggesting in any way that the new story is related to the book or play which may have acquired a reputation as such but which has been considered unsuitable as screen material.

Owen Davis
President, Authors' League of America

George Middleton
President, Dramatists' Guild

Inez Haynes Irwin
President, Authors' Guild

Will H. Hays
President, Motion Picture Producers and Distributors of America, Inc.

LIBOR JOHNSON
1440 Broadway
New York

Dec. 17, 1927.

Mr. Albert H. F. Dansnaf,
Messrs. Dansnaf & Pomerleton,
120 W. 42nd Street
New York

Dear Mr. Dansnaf:

In reply to your inquiry in re the play and title:

THE WHITE SLAVE

Will say:

The original use of this title for amusement purposes in America was for the Bartley Campbell play, which play had its first presentation at the old Bella Union Theatre, San Francisco, Cal. in March 1880. The play was not presented in New York until two years later when on April 3rd, 1882 it opened at the then Haverley's Theatre. The play did not reach England until 1884, when on August 4th of that year it opened at the Prince Theatre, Bristol, going to the Grand Theatre, London, August 18th.

The Bartley Campbell play, THE WHITE SLAVE, was held for many years as an unpublished work at common law, and it was not registered in the copyright office until more than twenty years after the death of the author (which occurred in 1888) nor until after the enactment of the present copyright law. On December 13, 1909 Robert Campbell, sone of the author, as proprietor registered the play in the Copyright Office with deposit of copy under entry D.17688. A short time prior to this (August 14th, 1909) Mrs. J.W. Mathews, of Butte, Mont. registered a play for copyright under the title, but as this play had not formal production and was not issued in copies to the public, it need not be considered. At the time of the White Slave registration, Robert Campbell also, as proprietor and successor to the author, registered all the other unpublished Bartley Campbell plays.

In further connection with the Campbell copyright, I find under record date of August 12, 1922 and entry in Vol.104, page 28 there is record of an assignment of rights in THE WHITE SLAVE by Robert Campbell to Walter C. Jordon (a local play broker). On the same date and entry in vol.104, pages 29-31 there is record of conveyance of rights from Walter C. Jordan to D.W.Griffith. Under record date of Oct. 16, 1924 and entry in Vol.122, pages 22-26, there is record of a conveyance from D.W.Griffith and D. W. Griffith, Inc. to J. C. Epping I find no record of further conveyance.

The Bartley Campbell play is still offered in stock with recent stock presentations at Tucson, Ariz. (June 1926) and Uniontown, Pa. (July 1926).

The foregoing gives you the data concerning the Bartley Campbell play essential to a full understanding of the situation.

The use of the title, THE WHITE SLAVE, by Bartley Campbell, while the most important, was neither the original nor the sole, nor the most recent use of the title for amusement purposes. The title has also been used for pestilence fiction.

The initial use of the title was for the play of Richard Stirling which was presented at the Victoria Theatre, London, opening August 10,1849.

The first use of the title for pictures was by Vitagraph for a two reeler released in 1913.

The title was used shortly after this for a published play (a comedy in two acts) by H.L.Chapin which was published in and copyrighted as part of Volume Poems and Plays. The most recent use is for the 7400 foot picture announced in September 1927 for British release by G. and F. Films, London.

In recent years the public's understanding of the meaning of "White Slave" has wholly changed and amusement title uses of the words "White Slave" has had an additional word, such as "White Slave Catchers" merely "The White Slave" but all had an additional word to more clearly indicate the meaning of WHITE SLAVE as then used.

The title WHITE SLAVE has had the following uses in fiction.

For a story by M.E.Jersey published in the 19th Century Magazine (London) in 1897; for the novelette of Mrs. Elizabeth Van Loon published as a popular price "paper back" 1908; for the story of Arthur B. Reeve in the Cosmopolitan Magazine of June 1912 and the novel of H.C.Rood, published by Neal in 1913.

You will note for the foregoing:

(1) That Bartley Campbell's use of the title was more than thirty years after the production of the old Stirling play in England. There is no record of any presentation of the Stirling play for thirty years prior to Campbell's adoption of the title, and therefore there was, so far as I can see no reason why Campbell could not have adoped the title and acquired a secondary meaning in connection with this play.

(2) Under the laws of Great Britain at the time the Bartley Campbell play was produced, presentation of a play was publication and first publication not on British soil put the work, so far as England was concerned, in the public domain. In addition, the United States had no copyright relations with England until 1891, sothat, so far as England (and therefore)Canada) is concerned it would appear that the Bartley Campbell play is in the public domain and incapable of protection. This, however, is probably unknown to the producers and distributors of the British picture.

(3) The use of the title by Vitagraph was for an unimportant two reeler, probably unknown to the proprietor of the play and the picture was too long ago and too unimportant to be remember by any

appreciable part of the public at this time.

(4) The play for many years was well and widely known to the public and for a number of years was on tour. It is still known to and kept before the public as shown by the stock productions cited.

(5) The probabilities are that the producers and releasing agent of the British pictures are unaware of the use of the title for fiction. If it should develop however that they should be aware of these uses, then it may be safely stated that the weight of authority is to the effect that there is no competition between a novel or story and a play or picture. Cases:

Atlas Mfg. Co. vs Street & Smith 204 Fed. 403
Harper vs Ranous, 67 Fed. 904.
Dickey vs Mutual Film Corp. 160 NYS 609
Selig Polyscope Co. vs Unicorn Mfg. Corp. 165 NYS 64
Amster vs Wood NY Law Journal Jan 25, 1925.
Hopkins on Trade Marks, page 204-5
Weil on Copyright p. 456
Corpus Juris Vol. XIII (copyright) note 1 Sec. 143

There have been to decisions and one expression by text writers to the contrary, which are

International Film Service vs Associated Producers 273 Fed 585
Paramore vs Mack Sennett 9th Fed. (2 ed) 60
Froelich & Swarts on "The Law of Motion Picture and the Theatre", p. 434

I do not know how great a hurry you may be in for the data you request. I am therefore making an immediate, if somewhat hurried report.

If there is any phase upon which you desire further information or citations, please let me know. I think you will find, so far and the facts are concerned, that the report covers the entire field.

Very truly yours,

LIGON JOHNSON

LJ:EG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH - COMMERCIAL CABLES

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LONDON DEC 19 1927

LOO BANZHAF PENBAN

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HERBERT BLACKMORE UNKNOWN HERE IN PICTURE INDUSTRY

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY.

December 20, 1927

Mr. A. H. F. Banzhaf,
Banzhaf & Pembleton,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf;

I just note the registration of "THE WHITE SLAVE" for Mr. D. W. Griffith. The title was previously registered by one of our members but was later withdrawn.

I have just a little worry about this contemplated production. There are some phases of the subject matter which might be unfortunate and the exploitation might lend itself to some unfortunate phases unless handled with great care.

With very best wishes, I am

Sincerely yours,

W. H. HAYS

What is the nature of the production?

There is real difficulty in the title

Messry Christmass

W.H.H.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 20, 1927.

Stoll Film Company, Ltd.,
Stoll Offices,
Coliseum Bldg.,
London, England.

Gentlemen:

We wish to advise you that according to the terms of our agreement your license to exhibit "Hearts of the World" expired April 28th of this year. We are writing you at this time to ascertain whether or not you feel you would be able to get sufficient new business to warrant an extension of your contract and whether you think this would be mutually profitable.

We would also like to receive from you a statement of your unplayed business to date and a check for the amount due us to date. We have had no statement or remittance from you since July 22nd, nor have we had a reply to our cable sent the early part of this month.

We trust you will give the above matters your immediate attention.

Very truly yours,

D. W. Griffith, Inc.

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN OF THE BOARD OF DIRECTORS
MARY PICKFORD
DOUGLAS FAIRBANKS
CHARLES CHAPLIN
DAVID O. SELZNICK
D. W. GRIFFITH

December 31st, 1947

G. & H. Distributing Corp.
c/o D. W. Griffith Inc.
Longacre Building
New York City

Gentlemen:

We are mailing to-day to the Manufacturers Trust Company a check for Twelve Dollars and Seventy-Three Cents ($12.73), in payment of drawbacks on HIS DARKEST HOUR as per schedule enclosed.

Very truly yours,

UNITED ARTISTS CORPORATION

F A Beach

Asst. Sec'y. & Comptroller
F. A. Beach

REL:iw

ENC.

G. & H. DISTRIBUTING CORP.

PRINTS	PICTURES	WHERE SHIPPED	DATE DRAWBACK RECOVERED	AMOUNT RECEIVED	%	PRODUCERS SHARE	TOTAL PRODUCERS SHARE PER PICTURE
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ARTHUR T. DRISCOLL
RICHARD J. MARKET
ARTHUR H. WALSH
EDWARD S. RAFFERTY
BENJAMIN PEPPER
LELAND T. ATHERTON
EDWARD J. BLANDS
CHARLES H. BERRY

IN RE

December 28, 1927.

Mr. Albert H. T. Banzhaf,
130 W. 42nd St.,
New York City.

Dear Mr. Banzhaf:-

We have established at the United Artists Corporation a Copyright Department for the purpose of copyrighting all the motion picture photoplays released through that Organization.

We wish to follow the same method adopted by Paramount Famous Lasky Corporation of copyrighting its photoplays, that is, simultaneous release in the United States of America and the Dominion of Canada, with proper copyright notice on each positive copy of the film; said notice to read substantially as follows:

"Copyrighted 1928 by John Jones".

Canada, you know, has now joined the Berne Convention and we feel that we will receive protection in all the countries that are parties to the Berne Convention, in all of the countries that are parties to the Pan-American Treaty, and in Japan and China through treaty agreement.

Will you kindly let us hear from you regarding the above plan.

Yours very truly,

O'BRIEN, MALEVINSKY & DRISCOLL

By E C Rafferty

ECR:CK

D. W. GRIFFITH, President
A. GRIFFITH, Chief Vice President

A. H. T. BANGHAM, Secretary
T. C. ERPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT 9200
9201
9202
9203

December 23, 1927.

Dear Mr. Griffith,

I have made various inquiries regarding the condition and prospects of the United Artists Theatre Circuit, Inc. I have seen Mr. Joseph Moskowitz who is Director in charge of Finance and he very kindly exposed to me practically all of the Corporation records which I cared to see and also supplied me with a copy of their current financial statement. I am enclosing herewith a copy of same. You will note from it that their net income for the period of fifteen months ending Aug. 31, 1927 was $261,765.80. Their preferred dividend liability for the same period was $250,000. However, it must be borne in mind that the income mentioned above of operating only two theatres for an entire period of fifteen months, plus two for a period of about six months. Two of the theatres, namely the Rivoli and Rialto in New York, earned $220,000 of the $261,765.80 shown for the year. The earnings of these two theatres are still holding up to such a degree that it is expected that they will earn the entire preferred dividend for the year. Three new theatres in Los Angeles, Chicago and Baltimore open in the next two weeks and there are five more scheduled for opening within the next five or six months. The balance sheet which I am enclosing herewith gives effect to the investment in these theatres which are about to be opened which investment, naturally, cannot commence to earn until next year. Their financial condition as a whole, I think, is excellent and providing that they continue in connection with these new theatres somewhat along the lines that they have with those already in operation they should make a good deal of money.

I have spoken to Mr. Elmer Pearson, as you suggested, regarding this proposition and he feels that it is a most excellent thing to get in on and thinks, to use his own words "you would be somewhat of a fool should you let the opportunity slip by". He is very optimistic on a whole concerning the United Artists and all its affiliations. He is making further inquiries in connection with the theatre circuit and is going to let me know just as soon as he learns something additional.

According to Mr. Schenck's offer, made to you in his wire of October 7th, your three months option on the 3000 shares expires on January 7th and I have endeavored to gather all possible information pertaining to this so that you might be enabled to decide whether you want to avail yourself of the offer. The actual book value of the common stock is only $1.45. The ratio of the book value to the market value in this case is quite typical of the ordinary common stock. However, it varies and is not always as broad as in this case. From this you can see that the price of $10.00 includes $8.55 worth of hope or one might say potential value, discounted to the present date. The common stock was issued on the Curb two months ago by Seligman & Company at $15.00 and is being sustained by them at a price ranging from $14 to $15. I expect that when they have

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President
A. H. T. BANDHAC, Secretary
T. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.
TELEPHONE BRYANT

December 23, 1927.

Mr. Griffith
#2

succeeded in issuing it all it might go as low as $12.00 or $13.00. This, of course, will depend a great deal upon the next statement of operation that is issued by the Corporation.

From all that I have been able to learn and after analysing the situation as I see it, I would certainly advise you to take advantage of Mr. Schenck's offer. The circuit is thought very highly of in the trade generally and everyone seems to feel that it is going to make money for someone and inasmuch as by buying some of the stock of this company you would be on "both sides of the fence" you would come in for some of the money that will be made. I think it would be a very good idea if you would consult Mr. Epping regarding this matter, showing him the statement which I am attaching herewith and mention to him that the income for the period as shown thereon is comprised 80% by earnings from just two theatres.

Any other information which I can get in connection with this thing I will pass along to you. In the meantime, if there is anything in particular which you want to know, please advise me.

I was very happy to learn that Mr. Schenck thought so well of the picture. With the compliments of the season, I remain

Sincerely,

Raymond A. Kuns

RAK/CC

POSTAL TELEGRAPH COMMERCIAL CABLES

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NY HOLLYWOOD CALIF DEC 24 1927

D W GRIFFITH

CORONADO HOTEL CORONADO BEACH CALIF

JOE TOLD ME LAST NIGHT ABOUT THE GREAT PICTURE YOU HAVE JUST MADE NOONE IS LESS SURPRISED NOR HAPPIER THAN I MY DEAR TEACHER A MERRY CHRISTMAS WISH FROM YOUR PUPIL

HERBERT BRENON

D. W. GRIFFITH, PRESIDENT
A. GRIFFITH GREY, VICE PRESIDENT

A. H. T. BANZHAF, SECRETARY
T. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
1476 BROADWAY
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT 9300
9301
9302
9303

December 24, 1927.

Dear Mr. Griffith,

The G. & H. Pictures Corporation note matured on December 23, in the amount of $15,564.23. This amount has been unchanged since you discontinued making payments to the bank. I have spoken to Mr. Grey regarding his intentions in this matter and he does not feel that he is able to make any payments on account, nor does he feel that he is in a position to make any commitment regarding the future.

The situation from the point of view of the Manufacturers Trust Company is, briefly, this. They expect a somewhat substantial payment - the amount which might satisfy them I do not know - plus a definite promise of weekly payments until the note is liquidated. If such a settlement is not forthcoming they threaten to sue. Legally they may sue anyone whom they care to. That is, ifthey care to they may sue you alone or they may sue Mr. Grey alone or they may join you both in one action. They do not have to foreclose on the collateral which they have unless they want to. Mr. Grey has told me that he talked with Mr. Coffman, the man in charge of the loan at the bank, last week and learned that he is not disposed to accept any stalling but will advise his superiors to take steps to collect the note. I believe Mr. Grey wired you to this effect.

I have taken the matter up with Mr. Banzhaf and he feels that nothing can be done in the way of preventing them from sueing you if they care to and in my opinion it is quite likely that should they do any suing they would make you the defendant, inasmuch as it would be much easier to collect from you than it would be to go to all the trouble of foreclosing on the mortgages on Mr. Grey's property that they are holding as collateral.

I have known of this situation since my arrival in New York, but I did not want to worry you with it at that time, but since I learned yesterday that Mr. Grey wired you I consider it best that I should let you know what the situation is. I do not believe that the Manufacturers Trust Company will rush this thing but in the meantime some thought should be given to how it is going to be handled. It is more or less a matter between you and Mr. Grey. I am leaving New York for the Coast on the 8th of January and will arrive in Los Angeles on the 13th, and before you decide anything definite in connection with this I have several things I would like to talk over with you that may help you in making a decision in regard to the disposition of this matter.

With very kind regards, I remain

Sincerely,

Raymond Akeson

RAK/CC

COPY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.,
126 FIFTH AVENUE,
NEW YORK CITY

December 27th, 1927.

Mr. T. P. Mulrooney,
Foreign Sales Manager,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Mulrooney:-

Attached hereto is copy of a letter which I think will be of interest to you.

I wish to impress on you, however, that this is absolutely confidential and under no circumstances can it be given out for publication. It is from a representative of the United States government in his official capacity to a German governmental officer.

Very sincerely,

(signed) F. L. Herron

ROUGH DRAFT AND STRICTLY CONFIDENTIAL

December 14, 1927

Ministerialrat Dr.Fosse,
Reichswirtschaftsministerium,
Berlin W
Viktoriastrasse 34.

Dear Dr.Fosse:

Dr.Landwehr has been kind enough to assist this office to obtain a clear understanding of the operation and effect of the new regulations governing the distribution of foreign films in Germany, and I am taking the liberty of setting down in the following our understanding thereof. I should be most grateful to you if you could see your way clear to confirm the matter as presented in the following, or to correct any misunderstanding of the situation that may appear there.

Our purpose in approaching you in this matter is to place this office in a position to inform American film interests operating in Germany of their position and outlook with respect to the new regulations. In talking with the local representatives of these companies, it is clear that widely varying interpretations are placed upon these regulations. Obviously therefore it is in the interest of the American film companies themselves to know exactly how the matter stands, and I assume it will be of assistance also to Dr.Landwehr in the administration of the decree. With your permission, therefore, it is my intention to circulate a copy of this letter and your reply among the representatives of American film interests operating here.

The new regulations which are to take effect as of January 1, 1928, are regarded as transitory measures taken in the spirit of the recent Conference at Geneva dealing with the subject of abolition of import controls. They are intended in effect to be a connecting link between the somewhat rigid control of the so-called "Kontingent" system and the situation that will prevail after June 1929, the earliest date at which the resolution of the Geneva Conference can reasonably be expected to come into force. It is the assumption of the German authorities that complete Freedom from import restrictions will be established at that time, though no commitments to that effect can be taken at the moment in view of the uncertainties as to steps that other countries may take in this connection in the meantime, which naturally would compel Germany to resort to similar measures for its own protection. In keeping, however, with its position at the Geneva Conference, it is the desire of the German Government to abolish all forms of control over the import and distribution of foreign films from June ,1929, excepting, of course, the collection of import duties and the customary censorship.

The German film authorities do not consider the present measure more restrictive than that which it supersedes. They have no desire to reduce the showing of foreign films below the level of the past two years, although on the other hand it is their desire that no increase take place at the present time. Under the new regulations, 260 permits for the showing of foreign films will be granted by June, 1929. The film authorities are unable to concern themselves with questions of national allocation of quotas, being concerned in this connection solely with the importation of foreign films as a whole. It is, however, their conviction that the new regulations will not alter materially the present allocation of distribution right as among producing countries, that is to say, that the position of American film interests vis-a-vis other foreign producers will be as favorable under the new regulations as under the old. So far as the actual number of permits that will be available for the showing of American films is concerned, the German film authorities do not consider it out of the question that even more permits may be available under the new system than under the old.

The allocation of these permits is made among German film distributing organizations on the basis of the number of German feature films distributed by them during 1926 and 1927. In calculating this basis, however, only such films are to be considered as have been approved by the Federal Film Commissioner as the basis for a contingent or compensation film. Furthermore, no allocation of permits is made to companies who have distributed only one such film during the period mentioned. Furthermore, companies in bankruptcy or otherwise obviously not in a position to exercise their rights to permits will not be considered in the allocation.

Until December 31,1927, German distributing companies have, however, a right to register for compensation purposes German films distributed by them. While Dr.Landwehr is not in a position to restrict this right, he is prepared to scrutinize such registry with a view to eliminating films that are not actually entitled to this privilege, for example, films that may have already been presented as a basis for a compensation license and refused by reason of inferior quality or otherwise. In calculating, therefore, the number of films distributed by German Film organizations and forming the basis of their individual rights to apply for future permits, and which taken together constitute the basis upon which the allocation key will be determined, the total number of German films produced during 1926 and 1927 as such has no direct application. Only such films as have been presented to Dr.Landwehr by December 31,1927, and approved by him as the basis for a contingent license are to be considered in this connection, and the total number of these is to be reduced by the number of these films falling to concerns that have distributed but one such film during the period and by the number of films distributed by companies which are by reason of financial difficulties or otherwise obviously unable to exercise the rights arising therefrom within the period covered by the new regulation.

Dr.Landwehr is convinced, therefore, that the total number of films which must be taken into consideration in determining the allocation key for the coming period may actually be such as to provide a one to one basis of distribution under the new regulations, and perhaps a basis even more favorable to foreign film interests.

This point is dealt with in considerable detail since the impression prevails among all American film interests here that the number of films to be taken as a basis in determining the allocation key is much greater than that suggested by the foregoing. In general it may be said that the impression exists that the total number of German feature films distributed by domestic organizations during 1926/1927, regardless of whether or not those films formed the approved basis of a compensation license application, will be used in this connection. From the assurances given us by Dr. Landwehr, this is by no means the case, and we have therefore, made an effort to stress the point that only those films which will have been approved by him by the end of December,1927, as a basis for compensation permits are to be considered.

A question arises in this connection to which great importance is attached by American film interests, but which in Dr.Landwehr's estimation has little practical significance. This concerns the possibility that German distributing organizations which may have right of application for permits during the life of the new regulation on the basis of the number of approved compensation films submitted by them to the Federal Film Commissioner during 1926 and 1927 may not make use of their rights to import, and thereby deprive other interests, to whom these import licenses are necessary, of an opportunity to use them.

Dr. Landwehr was able to assure us that in his opinion such a situation could not arise. In his opinion, since the rights of application are limited (1) to such distributing organizations as have made use of their compensation rights under the old system and (2) to the total number of compensation rights created during the period, only such companies as are actually interested in the importation of foreign films can or will apply for permits under the new regulations. In other words, since the basis of rights of application under the new system is the exercising of compensation rights under the old system, new permits fall automatically into the hands of the people who are in a position to use them, and who intend to do so.

Dr.Landwehr gives a further assurance in this connection, however, that should a situation arise in which he is convinced that permits are being deliberately withheld from use that are needed elsewhere, he is willing to recall them in due time and to redistribute them among firms in a position to use them. In this connection he mentioned that his contract with the German film trade

gives him a threefold opportunity to observe the release programs of film distributors and it is, therefore a simple matter for him to ascertain whether or not the film importing permits are actually being used. If, for example, it should appear towards the end of 1928 that concerns that have applied for import permits under 1928 portion of the quota did not intend to use them, it is the intention of the film authorities to place these rights at the disposal of other film interests, pro-rating them so far as possible on the basis of the original allocation key.

Since Dr.Landwehr is not of the opinion that applications for permits would be filed by those who may have a technical right to do so, but have no intention to use them, he does not feel that the original allocation key will be unduly depressed thereby. It is his conviction at the present time that a one to one basis of distribution can be depended upon, though naturally the definite figures will not be known until, first, the total number of German films approved for compensation purposes is known and, second, the number of applications for future permits that may be filed on the basis thereof.

Dr.Landwehr is unable to make a statement at the present time as to the disposition of the ninety permits held by him in reserve, except that during his experience, covering a period of seven years as administrator of the Government's import quota regulations, he has made it a principle to keep in reserve at least one-third of the total number of permits to be allotted, this having been demonstrated by experience to be the minimum with which he can administer the functions of his position properly and without exceeding the total quota originally set. It was stated that a rumor is prevalent in the trade that large blocks of these "reserved permits" are to go to specific film producing countries, presumably in return for treaty or other concessions on their part. Dr.Landwehr was unable to answer this question, stating only that arrangements of this kind are not in his hands; that he is, therefore, not a free agent and is not competent to deal with the question.

American Commercial Attache

UNITED ARTISTS CORPORATION, S.A.

30 Rue Washington,

Paris, France.

December 27, 1937

Mr. Arthur W. Kelly,
Vice-President Treasurer,
United Artists Corporation,
729, Seventh Avenue,
New York.

Dear Mr. Kelly:

French contingent. There have been no further developments in the proposed French contingent law. As I indicated in my last letter on this subject, the matter will probably be discussed by the authorities for a month and probably longer before the law is definitely promulgated. While many exhibitors are against a contingent provision, the producers, including Sapene (who is very strong politically,) are naturally for it and it is this element who has apparently convinced Bokanowski, Secretary of Commerce, and Herriot, Secretary of Fine Arts, that it is a necessary and advisable measure. Consequently it is altogether probable that some kind of contingent law will be effective for next season. It is generally believed that the ratio will be one French film to seven foreign. In this event we would have to have two or three French pictures.

I had a proposition from a French producer to make some films for us but it was not worth consideration as his vision and ability does not permit of his making pictures of international value and he wanted us to guarantee 50 per cent of the production costs. Since a picture worthy of our distribution cannot be amortized in France, any French films in which we are interested should be made with the view of being also suitable for distribution by us in Continental Europe and Great Britian.

I am now examining another possibility of a wealthy Frenchman who desires to produce good pictures of which we would have the supervision and distribution and not have to make any guarantee. I shall know in a week or so whether this proposition can be realized and if so, will then submit to you.

Mr. Silvestone was here a few days ago on his way to Nice and he said over your letter to him of Oct. 1st, copy of which you sent to me. I was not necessary for me to accompany him to Nice as I am already familiar with the studio facilities there. He said that the Allied Artists had plenty of auxiliary funds to use for production if necessary. He said he also had a proposition from an English man of considerable wealth who would perhaps finance some pictures without a guarantee the films to be produced, wholly, in France and Germany. Mr. Silvestone is going to keep into this possibility further when he returns to London.

German Contingent. Under the law which will be effective Jan. 1, 1928 which it is hoped which does not now seem likely we would not have to make or distribute German films during the season 1928- 29. Contingent permits or "certificates" as they are called, will be given to all firms who have distributed German films during the calendar year 1927. It will not be definitely known until Jan. 28, 1928 in what ratio to German films distributed in 1927 that certificates to distribute foreign films for the period from Jan. 1, 1928 to June 30, 1929 will be alloted but it is believed that it will be about two German for one foreign.- While we shall not, of course, have distributed any German pictures in 1927, the authorities have accepted that we be credited with 18 of the German films shown by Phoebus of which we bought the contingent. This would give us 8 or 9 certificates and we figure on holding over 4 or 5 out of our this year's 18 contingents, if necessary, in order that we would be protected up to 13 to 15 for next season. German companies who have not before distributed American pictures will be naturally entitled to certificates for their 1927 German films. While the new Law states that the certificates cannot be sold or transferred, it is believed that some way may develope so that they may be utilized by others than to whom the certificates are given.

Referring to our old Ifa films, while we have applied for an allotment of certificates for these pictures, it is not likely we shall receive any credit for them as the law states that only such German films as have been censored in 1926 and 1927 will be considered. The Ifa pictures were all censored before 1926.

The Defina (First National) were in a bad way for certificates for next season as they had distributed but 5 German pictures in 1927 (They started in August). They recently- therefore - bought the Emelka, a German Company which distributed about 40 German films this year and they will consequently be entitled to their ratio of certificates on the films shown by Emelka.

The First National have had a hard time in Germany. Their operation losses to date are estimated at over $600,000, considered largely due to mismanagement and enormous expenses.

While we do not have to have German pictures for next season, it is from every viewpoint advantageous that we should to satisfy exhibitors and to relive the impression that we distribute exclusively American films and are therefore taking large sums of money from the country, without in any way helping native production.

The Government have been unwilling to indicate what measures will be effected after June 30, 1929. If the convention agreed to at Geneva several months ago is adopted literally all trade barriers are to be lifted after June 30,1929, in which event there would be no more contingent laws. But this convention will not be effective unless confirmed next June at Geneva.

However, whatever regulations may be made after June 30, 1929, we shall certainly be in a stronger position if we shall have distributed some German pictures during 1928-29.

Since you gave me permission to guarantee the production of a few German pictures up to Mks. 40,000 each, I have gone carefully over the field in Germany and find it is absolutely impossible to find a good producer who would be willing to make a picture costing Mks:40,000. There are directors who would make films under such an arrangement but they would be of the same quality as the English Nettlefold productions and these we could not afford to distribute. There has been an immense wave of resentment against cheap "contingent films" which have been made by Fox and other American companies and the new regulations are partly the result of these pictures. Consequently, when we do begin to show German pictures it would seem that they should be of the high standing that the United Artists now has in Germany. We could first rent these pictures alone and the second year use them with our own artists in these zones where it is essential to have two films in one program.

Richard Eichberg, a producer of high standing in Germany would like to make some pictures for us but he has not sufficient funds to finance more than half the cost of a production. He proposed making two to cost each within Mks: 300.000, we to guarantee one half payable in 6 months. His pictures gross Mks: 300.000 in Germany, are well known throughout Continental Europe and in England are sure of £ 25.000.

I am going to see if the Frenchman I have referred to might be interested in going in for the German guarantee and let you know at the same time as I have his answer about French productions.

With kindest regards,

Yours sincerely,

(signed) Guy Croswell Smith

December 27, 1927.

Mr. D. W. Griffith,
1476 Broadway
New York City.

Dear Mr. Griffith:

I thought perhaps you might like to attend the opening night of my new production "A Free Soul" at the Playhouse, Tuesday, January 10th. It is a dramatization by Willard Mack of Adela Rogers St. Johns' serial that ran in the Cosmopolitan magazine, and was afterwards successfully issued in novel form. It will be acted by a cast including Lester Lonergan, Kay Johnson, Melvyn Douglas, Adelaide Prince, Jane Houston, Ann Winston, John Daly Murphy, and thirty others. George Cukor directed the play.

Seats for the premier will be $3.85 and applications for same will be filled in the order of their receipt. I shall be complimented by your presence.

Sincerely,

Wm A. Brady

December 29, 1927.

Dear Willard,

Immediately upon receipt of this letter will you please have the print of "Hearts of the World" sent to me via express. I understand from Raymond that it is reposing in Mr. Smith's cutting room.

We just recently supplied a foreign customer with two prints of this picture and they have complained that the prints are not at all like the print they saw before they bought the picture, so evidently there has been some mix up in the negative in moving it from the Claremont to the Consolidated Laboratories. The foreign buyer saw the print that is now in California, so it is necessary for me to have it to compare with their prints and the negative.

Hope you had a very nice Christmas and that the New Year will be a happy and prosperous one for you and all the folks out there.

Sincerely,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Folio No. .....

ANNUAL REPORT

Year ... 1927 ...

Other Companies

Corporate Name

... QUAKE HOLL PRODUCTIONS INC. ...

.....

.....

.....

Filed ..... **day**

of **192**

BASIS OF ASSESSMENT

Number of Taxable Shares .....

Par Value .....

No Par Value .....

Amount of Tax .....

D. W. Griffith Collection
MUSEUM OF MODERN ART FILM LIBRARY

CORPORATE NAME

GUSSIE ROLL PRODUCTIONS INC

Date of Incorporation OCTOBER 20TH, 1959

OFFICERS AND DIRECTORS

Officers	Name	Address	Term Expires
Director	Orrin Comer	150 W. 42nd St NYC	
Director	August W. Jennings	"	
Director	Albert H. F. Lenahan	"	

FULL INFORMATION IS REQUESTED

1. Nature of business in which engaged: Motion picture production

2. Location of principal office in Delaware.—

(If in Wilmington)

County of NEW CASTLE City of WILMINGTON

Street and Number 900 MARKET STREET

(If outside of Wilmington)

County of _____ Hundred, City or Town _____

Post-office Address _____

3. Name of agent upon whom service of process may be made:—(If in Wilmington.)

CORPORATION SERVICE COMPANY

County of NEW CASTLE City of WILMINGTON

Street and Number 900 MARKET STREET

(If outside of Wilmington)

County of ..... Hundred, City or Town .....

Post-office Address .....

4. Places of business outside of Delaware:—

State	Cities and Towns	Streets and Numbers
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

5. Appointed date for next annual meeting of stockholders to elect directors .....

6. State the amount and number of shares of authorized capital

	Par Value	Taxable Shares
Preferred @	per share $.....	.....
Preferred @	per share $.....	.....
Common @	per share $.....	.....
Common @	per share $.....	.....

Total No. of Taxable Shares.....

Note—Any number of shares having par value but having a total par value of less than or equal to One Hundred Dollars, shall be counted as only one share.

	No Par Value	Taxable Shares
Preferred	.....	.....
Common	.....	.....

Total No. of Taxable Shares .....

7. State the amount and number of shares issued:—

	Par Value	No par value
Preferred @	per share $.....	Preferred .....
Common @	per share $.....	Common .....

8. State amount of capital invested in real estate:—

.....

9. State amount of tax paid annually thereon:—

.....

10. State amount of capital invested in mining in Delaware:—

.....

11. State amount of capital invested in manufacturing:—

.....

City or Town ..... (If in Delaware)

(If elsewhere)

State ..... City or Town .....

12. State per centum of issued capital invested in Delaware business.....

.....

13. Itemize all investments in Delaware:—

.....

.....

.....

14. State specific facts, if any, for exemption from taxation:—

.....

.....

15. State, if not engaged in any business, date of suspension:—

.....Not engaged, Has not started business.....

CERTIFICATE

On this ....29th..... day of ....December.....A. D. 1927.

I, the undersigned official, do hereby certify as .....Director.....

(Title of Official)

of the .....Gussie Holl Production Inc.....

Name of Corporation

that the foregoing statement is true and correct according to my best knowledge and belief.

..... Witness .....

Signature of Official

This report is to be filed on or before the first Tuesday in January.

December 20, 1927.

Miss Carol Dempster,
247 N. Elm Drive,
Beverly Hills, Calif.

My dear Miss Dempster,

Enclosed herewith is a check in the amount of $314.45, representing the final payment of our indebtedness to you.

We appreciate your kindness in allowing us to make payments over this extended period.

Very truly yours,

D. W. Griffith, Inc.

At a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at 1041 North Formosa Ave., Los Angeles, Cal., on the 31st day of December, 1927 at eleven o'clock in the forenoon.

PRESENT: Messrs. David W. Griffith
J. G. Epping
G. J. Loyd

constituting a majority of the Board of Directors.

The meeting was called to order by Mr. Griffith, who acted as Chairman, and Mr. Epping was appointed as Temporary Secretary to report the minutes of this meeting in the absence of Mr. Benzhaf, the Secretary of the Corporation.

Mr. Epping presented a written Waiver of Notice of the meeting, signed by all the directors, which on motion duly made, seconded and carried was ordered to be filed with these minutes.

Upon motion duly made, seconded and carried the reading of the minutes of the last meeting of the Board of Directors was waived.

Mr. Griffith thereupon stated that the Corporation owes him the sum of $150,000 on account of unpaid salary due him and that since the Corporation was in need of funds and unable to pay the aforesaid sum, he was willing to, and would waive payment of the said obligation.

Upon motion duly made, seconded and carried, the following resoluctions were unanimously adopted:

> RESOLVED, that the Corporation accept Mr. Griffith's offer to waive salary due him by this corporation, but unpaid for the year 1927 in the sum of $150,000, with thanks to Mr. Griffith for so doing.

FURTHER RESOLVED, that the Treasurer be and he hereby is authorized and instructed to make proper entries of the waiver by Mr. Griffith of his waiver by Mr. Griffith of his unpaid salary in the amount of $160,000 on the books and records of this corporation.

There being no further business before the meeting, the same was upon motion duly made, seconded and carried, adjourned.

. . . . . .

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH INCORPORATED

BALANCE SHEET — DECEMBER 31, 1927.

ASSETS		
CASH		$ 35,547.69
INVENTORIES		
Released Films	$ 10.00	
Scenaries	5,600.00	5,610.00
ACCOUNTS RECEIVABLE		
Officers (Schedule A)	5,529.04	
United Artists Assn. A. Refund	9,969.13	
D. W. Griffith " " Less	5,483.86	20,782.05
ACCRUED INTEREST ON MORTGAGES RECEIVABLE		6,000.00
INCOME EARNED BUT NOT RECEIVED		5,000.00
BOND AND MORTGAGES RECEIVABLE		369,200.00
INVESTMENT IN U. A. CORPORATION		
1000 shares Preferred Stock par $100	100,000.00	
1000 shares Common " no par	5,000.00	105,000.00
CASH SURRENDER VALUE LIFE INS. POLICIES (Less Policy Loan)		17,945.00
DEFERRED CHARGES TO FUTURE OPERATIONS		
Prepaid Premiums on Life Ins.	1,500.00	
"East" Reissue Expenses	1,206.66	2,706.66
FURNITURE & FIXTURES (Estimated)		1,500.00
GOODWILL, EQUITY IN FILMS, ETC.		802,863.83
INCORPORATION EXPENSE (Less Amount Written Off)		44,091.67
DEFICIT		
At beginning of year	2,041,766.90	
Less profit for year ending Dec. 31, 1927	151.22	2,041,615.68
		$ 3,490,592.78

LIABILITIES		
LOANS FROM BANKS		$ 11,000.00
LOANS FROM OTHERS		
S. & L. Shubert	$ 6,000.00	
J. G. Appling	34,286.72	40,286.72
ACCOUNTS PAYABLE (Schedule B)		5,039.45
SUSPENDED ACCOUNTS PAYABLE		
M.P. Prod. & Dist. Of America	5,905.00	
N. Y. State Tax	29,491.66	
Mae March	4,000.00	39,396.66
STOCK SUBSCRIPTION PAYABLE		40,000.00
INCOME RECEIVED BUT NOT EARNED		60,000.00
RESERVE FOR FEDERAL TAXES		5,000.00
CAPITAL STOCK - Represented by: 121,693 shares class "A" stock of no par value (125,000 shares authorized) 375,000 shares class "B" stock of no par value		3,283,199.95
		$ 3,490,592.78

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE A

ACCOUNTS RECEIVABLE FROM OFFICERS AND OTHERS.

A. G. Gray	$ 3936.25
G. W. Bitzer	325.00
A. H. T. Barnhaf	250.00
J. G. Apling	175.50
H. A. Kluns	300.00
G. M. Gorway	2.05
D. W. Griffith	21.79
Golden Distributing Co.	416.44
	$ 5329.04

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE B

ACCOUNTS PAYABLE

Central Union Trust Company	$ 2579.50
City Treasurer	186.00
D. W. Griffith	323.95
	$ 3089.45

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH INCORPORATED

EXHIBIT 2

STATEMENT OF INCOME AND PROFIT AND LOSS FOR THE YEAR ENDING DECEMBER 31, 1927.

INCOME			
Production Income		$ 74,211.69	
From Art Cinema Corporation		112,500.00	
" Famous Players Settlement		15,000.00	
" Miscellaneous Sources		1,972.98	
			$ 203,704.47
GENERAL EXPENSES			
D. W. G. Salary $	200,000.00		
Less: Amount Waived	150,000.00	50,000.00	
Salaries Officers & Employees		26,908.50	
General Expenses		15,622.34	
Insurance Premiums - Life		7,219.93	
Advertising Expense		1,429.30	
Legal Expense		100.00	
Taxes Paid		1,400.00	
Bonuses Paid - S. K. Jacobs		3,124.95	
Special Non-production Expense		1,475.49	
			107,104.49
			$ 96,599.98
DEDUCT			
Cost of Production and prints written off by company against income		104,016.98	
Miscellaneous Distribution Costs (Duty censor, repairs to film, etc.)		5,553.76	
			109,570.74
			12,970.76
DEDUCT			
Interest paid		843.07	
D.W.G. Inc. share "Romance" loss		12,450.47	13,293.54
			26,264.30
ADD			
Increase in Cash Value - Life Ins.		6,460.00	
Interest Received on Mortgages		19,955.52	26,415.52
NET PROFIT FOR PERIOD			$ 151.22

[illegible]

[illegible]

DECEMBER 1927

ASSETS

Cash, Security Trust	$ 1.73
Land Purchase Options	3,875.00
Notes Receivable	35,200.00
Post Dated Checks	6,800.00
Water Drilling	3,579.96
Furniture and Fixtures	2,897.28
Organization Expense	11,866.92
Ben Neal Cash Advances	10,050.98
	$ 74,271.87

LIABILITIES

Accounts Payable	$ 8,271.87
Notes Payable - Security Trust	3,000.00
Stock Subscriptions	63,000.00
	$ 74,271.87

TEMPLES OF GOLD

By

BRIAN MAGRATH

1927

Brian Magrath
Apt 25
317 Harvard No
Seattle, Wash

TEMPLES OF GOLD
By
BRIAN MACBRATH.

CAST:

BILL ADAMS, An uncouth, untrained young man, struggling to get ahead in life.

COLONEL DALY, Gentleman and aristocrat of the Southwest plains.

MARIE DALY, His daughter, a young social aspirant, vivacious and educated in an environment of strict caste.

FRANK PAYNE, A rich social leader, whose sphere of influence extends throughout the State.

LOYAL STUART, A typical prospector.

FAIR FAWN? An educated Indian maid, barterer of furs: striking contrast of two civilizations.

EX-SENATOR STERLING, An active man of sixty-five years, who fights on.

JOE RIVERS? Beach-comber of Baranoff Island.

"MONROE", Old negro butler.

OLD MEXICAN? Grantor of lands to Daly.

WILD MAN OF Attu Island.

"SHEP", A shepard dog of keen instincts.

PRESS REPRESENTATIVES

LAWYERS

COWBOYS

TRADERS

POLITICAL AND SOCIAL LEADERS, In Texas and at Washington, D. C.

TEMPLES OF GOLD 1.
By
BRIAN MAGRATH.

ALONG THE BARREN ROAD OF DESTINY,

Rambles WILL ADAMS, a young man of thirty years, uncouth, uncanny and illiterate. He revels in the altruism and truth of Nature as he goes along his rock-ribbed road; and comes up to

ONE OF THE LARGEST CATTLE RANCHES IN THE SOUTHWEST

Where thousands of cattle roam and fatten for the market; the live wealth in meat, mowing in great herds, thrills him and he applies for a job,

AT THE OWNER'S HOUSE.

COLONEL DALY, a stern aristo crat of the South plains country, answers his rap on the door, steps out and listens attentively to the young man's request for work; is impressed and hires him, and

ADAMS TAKES HIS PLACE IN THE RANKS OF THE BOYS OF THE PLAINS,

Herding cattle, breathing God's free air: endowed with open-ness and tolerance, always bearing a rare politeness.

MARIE DALY RETURNS FROM THE ARISTOCRATIC VIRGINIA FINISHING SCHOOL?

And Will Adams drives her father to the train to meet her. She dashes off the Pullman, throws her arms around her father's neck and kisses him; then steps back a few paces and poses in her elite gown of fashionable culture, striking an attitude of cool servancy toward Adams.

ON THE WAY BACK TO THE RANCH ADAMS SHOWS A KNOWLEDGE OF MECHANICS WHEN THE AUTO STOPS.

He attracts the attention of his employer, who watches him keenly as he adjusts the carburetor and moves off with speed.

"SHEP" BOUNCES WITH JOY AT THEIR ARRIVAL:

He has been at the gate several times looking, for he has made a fast friend of Adams since he came to work. He is a thoroughbred black shepherd dog, noted in those parts for his dexterity in herding cattle, and for his fine type of the species.

IN CONTRAST WITH MARIE DALY'S HAUGHTY PRIDE OF CASTE "SHEP'S" LOYALTY AND DEMOCRACY IS STRIKING.

The dog finds something unusual in Adams and shows his master a preference for the worker. It sets Col. Daly thinking.

MARIE BECOMES MISTRESS OF THE ESTATE AND FORTUNE,

Since her mother passe "Over the Bar", and
SHE ASSUMES THE RIGHTS AND RESPONSIBILITIES AS THE LITTLE MISTRESS,

Dictating firmly in the light of her youthful judgment; all must go her way, and her maid and servants succumb at every turn, except,

By
SHEAN MAGRATH

THE OLD NEGRO BUTLER, "MONROE", WHOSE SOCIAL COMEDY AND GOOD HUMOR ENLIVENS THE PLACE,

He "fits his actions to his words", creating an atmosphere of harmony. His minstrely irons out many choppy places.

COLONEL DALY DECIDES TO TAKE MARIE ON A CRUISE TO THE ALASKAN WATERS;

She delights at the suggestion, and reads much about these parts from the books in her library, where fiction, romance, travel and elite styles have a big space; music is her pastime indoors; athletics outdoors.

WILL ADAMS IS TAKEN ALONG AS A HELP.

And the three with "Shep", and the maid form the party.

THE CRUISE ALONG THE COAST IS FULL OF ADVENTURE AND PICTURESQUE SCENERY;

Delighting those aboard. Marie dramatically interprets literature, and plays her music for Colonel Daly who prides in his daughter's culture.

ADAMS AND "SHEP" WORK BELOW, SLEEP BELOW AND EAT BELOW,

Menials and friends. There in the hold of the boat he dreams that he and"Shep" are wandering amid TEMPLES OF GOLD.

MARIE NEVER FAILS TO IMPRESS ADAMS WITH HER AUSTERE HAUGHTINESS;

And supercilious attitude - commanding him sharply when an occasion requires but a request.

THE LITTLE CRAFT DRAWS CLOS TO BATANOFF ISLAND;

For supplies, and

AS MARIE GOES ASHORE SHE IS SURVEYED ANNOYINGLY BY JOE RIVERS,

A big right by might type of the of the brute man.

WILL ADAMS NOTICES THE AFFRONT,

And chides the aggressor who now looks menancingly at them.
(He has bullied the little settlement into fear of their very lives.)
ADAMS ADVANCES CLOSE UP TO THE BULLY, COVERS HIS DEFENCE AND DRIVES A HARD RIGHT TO HIS ABDOMENm FELLING HIM.

JOE RIVERS RISES TO HIS FEET, AND RUSHES TO HIS CABIN,
Close to the waters edge near their boat.

STORES ARE RUSHED ABOARD AND THEY HURRIEDLY SET OUT TO SEA
As,

ADAMS THROWS A HAUSER ABOUT THE LITTLE CABIN, FASTENS IT TO THE AFT OF HIS BOAT, THEN DRAGS IT WITH JOE RIVERS OUT INTO THE SEA,
While the settlers look on in astonishment; the beach-combers go to Rivers' assistance thru sheer fear.

As they enter the Behring Sea and go eastward to the Volcanic Islands of the Aleutian Peninsular toward the Siberian Coast.-

THE VIOLET, GREEN, YELLOW AND RED OF THE NORTHERN LIGHTS BEWILDER THEM.

NEARING ATTU, THE FARTHERMOST WESTWARD ISLAND,

Great clouds of vapor arise and the sea rages with convulsions - they strike a reef - the boat lists over, and they seize life-belts, hurriedly adjusting them to their bodies. Instinctively "Shep" picks up a piece of rope near by and carries it over to Adams who ties it quickly to the collar on his neck, and hands the other end to Marie. There is no time to put out boats.

"EVERYBODY FOR LAND" , shouted Daly.

And Marie and "Shep" go first, "Shep" leading direct for land a short distance away, followed by Adams, who is told by Col. Daly to follow.

COLONEL DALY AND THE MAID CLING TO THE WRECKAGE, WITH THE CREW,

And they drift in another direction with the tide, and

ARE PICKED UP BY A TRADING BOAT FAR AWAY FROM THE SCENE OF DISASTER,

But they cannot locate the little island where Marie and Adams have landed, and

THEY GIVE UP THEIR SEARCH,

And return to the ranch in dismay.

COLONEL DALY SUFFERS REMORSE FROM MENTAL WORRY THINKING OF MARIE'S FATE

And of the disappearance of his only son, when a lad, in wild adventure. He rides out over his vast estate and possessions, calls his employees together, recires the details of the disaster, then dramatically cries out from his saddle:

"WEALTH IS NOT ALL, BOYS! I'D GIVE IT ALL TO HAVE THAT GIRL BACK!"

Then he rides off alone in his mental agony.

THE PRESS OF THE COUNTRY SPREADS THE NEWS BROADCAST,

And people everywhere scan its items in groups, eagerly reading it.

SECRETARY OF WAR SENDS THE S. S. "UNALGA" AND " ALGONQUIN" TO RESCUE THEM,

But after a fruitless search they return.

ON ATTU ISLAND MARIE AND ADAMS, WITH "SHEP" ARE FACING LIFE'S SEVEREST TEST

Stripped of all in the world but a courage that does not fail, they set out to shelter and feed themselves, and defend their existence from the wilds. They build two huts, igloo fashion, close together, of bark and fallen trees, with fire places, lighting fires with flint rocks. They make bedding of moss and fine bark , and tree boughs.

TEMPLES OF GOLD
By
BRIAN MAGRATH.

They catch fish by spearing them with poles on the beach. "Shep" does his share in catching squirrels and ptarmigan. Adams notices the geese are flying low and with stones tied to the ends of a few strands off the rope (that towed Marie) from a common center, he throws them into the flocks as they pass low down, bringing them to earth.

AFTER FIVE MONTHS, ONE DAY ADAMS AND MARIE SIT ON THE BEACH TALKING OF THEIR PLIGHT

Adams recites his feelings:

"IN CIVILIZATION. FEAR IS MANKIND'S ENEMY TO TRUTH."

The he pictures society's reception of a weakling, and its rejection of a builder, poor from honest effort, and in Nature he recalls the struggle of the scrag pine, tenaciously holding on to existence on the mountain peaks, blown bare from the storms and winds; then he relates the strange tale of adventure when a boy: "One afternoon in May, I was but a chap of fifteen and was walking along the water front on the Oriental Pier in San Francisco, where I ran across a young lad like myself, full of travel and adventure. Friendship ripened fast and we worked our way across the Pacific into the mystic land of China; there we left the boat and entered the ebb and flow of those Oriental peoples. Good clothes and an ample supply of cash that my chum possessed gave us admission to the top and bottom of their life- we met and mingled with its struggling masses, impoverished by autocratic rules, and degrading luxuries. We were welcomed, feted and led along the lanes of fallen souls - there we met the enigma of that receding race-

"TED AND I"

Alone to face it in all its functions."

" TED WHO?"

Marie demanded, eagerly searching for a clue to the whereabouts of her missing brother, who disappeared when a boy (his name was Teddy)

"I NEVER LEARNED HIS LAST NAME"

"At every turn in that life when we would scorn the "pipe", it was uurged upon us to taste and smoke for "joy" gratis, until we too became Romans and suctioned off our empire of life. Ted fell hard for its effect; he was the brightest boy in all the world that I knew- dropping down to the lowest hovels of retreat and died a human wreck to a degenerate ~~habit~~ commercial habit forced upon a people. It was the greedy hand of profit forced upon those people. Ted's death saved me for I now saw the story written in his destructO ion. "Then I took hold of myself and with the Chinese language I had acquired, I put all my effort to the annihilation of this easy vehicle of despair - calling China's manhood to enlist against it."

In the midst of their talk a weird primitive creature of the island appears. He is large and giant like; shaggy, wild and destructive. He runs upon them making for Marie, his eyes flashing and arms outstretched.

Adams sees him coming and crosses to the front of Marie, whipping out his large jack-knife, and rushes up to counter the giant's purpose. The savage turns on him, throwing his spear straight at Adams, misses, and rages wildly on to destroy him. Marie is frantic. Adams lets him get close up and sinks his knife deep into the brute's heart, felling him dead.

MARIE TEACHES ADAMS MATHEMATICS AND GOOD ENGLISH

Using charcoal and stones, and he becomes a good student.

She writes with charcoal the ten commandments abbreviated on a large, flat stone, saying:

"HERE'S THE LAW OF ATTU ISLAND."

"Thou Shalt not--
Steal, kill, commit adultery; bear false witness,
have strange Gods; covet thy neighbors goods;
nor his wife; nor take the name of God in vain."

"Thou Shalt:-
Honor thy Mother and thy Father and keep holy the Sabbath."

"THIS IS OUR PHILOSOPHY AND LITERATURE"--- then inscribes on another stone;

"The Lord is my shepherd, I shall not want. He maketh me to lie down in the green pastures, and He leadeth me beside the still waters. He restoreth my soul, and leadeth me in the path of righteousness. I will fear no evil."

"And written on a third stone"----

"Blessed are the poor in spirit, for theirs is the Kingdom of Heaven; Blessed are the meek, for they shall inherit the earth. Blessed are the Righteous; the merciful; those pure of heart; the peacemakers; those persecuted and reviled -- ye are the salt of the earth and the light of the world"---

"FAITH - HOPE - COURAGE" -- is written on a fourth stone.

"TEMPLES OF GOLD" - Adams assents, nodding his head.

"In this world we are safe"--- The Recreation of the wilds into a place of safety and incentive was complete.

"BRAVO!"

She adds, joyously clapping her hands; then turns her face heavenward and replies:

TEMPLES OF GOLD VI.

By

BRIAN MAGRATH.

"AWAY FROM CIVILIZATION, I HAVE LEARNED TO RESPECT THE LAW AND RELIGION OF NATURE -UNWRITTEN- RIGHT AND WRONG, AND A CONSCIENCE IS ALL."

A FUR TRADING BOAT SEEKING A SITE FOR A BLUE FOX FARM CALLS TO INVESTIGATE THE ISLAND

The traders are amazed and listen to the strange tales of adventure - and decide to take them to port where a wireless station notifies the outside of their rescue.

ABOARD THE BOAT ADAMS IS SOON TREATED AS A MENIAL, AND MARIE ASSERTS HER STATION.

Adams thinks and decides to achieve a high place in life. Going out the boat stops at Wrangel, a small town at the mouth of the Stikine river which drains out from the MCKenzie river country. Here they see the dog teams bringing in the winter's choicest furs and admire the rare skins. One is led by Fair Fawn, an educated Indian maid who makes her livelihood by fur barter.

Marie asks Fair Fawn: (Contrasting civilizations)

"WOULDN'T YOU LIKE TO LIVE"OUTSIDE" IN OUR CIVILIZATION?"

Fair Fawn responded:- "Why should I desire to leave my parents' fireside and go into your boasted civilization? Filial love, virtue, right and happiness is our creed - The Great Spirit in Nature our God, the open fields our home. - Your civilization creates luxury, envy, hypocrisy- jails, asylums, sweat shops and commercial slavery.- Ours is a full life of freedom, and to my race, freedom is life."

AT AN OUTSIDE PORT (SAN FRANCISCO) COLONEL DALY GREETS HIS DAUGHTER, SOBBING HYSTERICALLY.

He studiously grasps the hand of Adams, looking him seriously in the face, as a vast crowd surges about them.
Marie is outfitted and she again appears in fashion's latest decrees.
Adams dons a simple suit, and,

~~THAT NIGHT~~

THAT NIGHT MARIE DALY REASSERTS HER SOCIAL LEADERSHIP AT A FUNCTION IN THE ST. FRANCIS.

All pay her tribute.

ADAMS IS NOT INVITED, BUT SEES THE EVENT FROM A SIDE DOOR,

Where he analyzes his own status, recalling his dreams of TEMPLES OF GOLD.

AT THE RANCH ADAMS IS PLACED IN CHARGE OF A CREW OF THE RANCHMEN.

TEMPLES OF GOLD
By
BRIAN MAGRATH.

VII.

The men give vent to their hero worship, forming a circle about him and giving a rodeo performance, in honor of Marie's safe return, Col. Daly participating.

SEARCHING FOR A WATER SUPPLY, ADAMS SINKS DEEP INTO A BLACK MUCKY MUD.

His horse goes down up to his knees in it, and Adams notices it is oily, lights a match and it burns. He thinks it over, and decides to go to Col. Daly to sell that section of the ranch to him on payments.

IN RECOGNITION FOR ADAMS' ASSISTANCE TO MARIE, DALY GIVES HIM A DEED TO IT,

Telling him he can start up in cattle for himself.

ADAMS SINKS A WELL FOR WATER, AND STRIKES A FLOW OF OIL

And becomes the center of a wild oil excitement, making millions for himself and it further enriches the Dalys, whose adjacent lands are now known to have oil.

WILL ADAMS IS THE MASTER OF THE OIL SITUATION

He is the most talked of man in Texas; society seeks him; invitations pour into his mail; institutions of learning ask him to speak at their meetings; po;itical groups consider him for a candidate for Seantor of the U. S..

ANOTHER OIL MAGNATE OF THE STATE, FRANK PAYNE, OF AN OLD SOUTHERN FAMILY, HAS WATCHED THE GROWTH OF WILL ADAMS WITH BITTER JEALOUSY.

For he aspires to the position of U. S. Seantor, and he is a social lion, and very rich; he wishes an alliance through marriage with Marie Daly. Their combined fortunes would control the political destiny of the state.

PAYNE INTRIGUES WITH LEGAL TALENT, AND FINDS A FLAW IN COL. DALY'S TITLE,

AND when Marie puts him off, goes to an old Mexican grantor, from whom Daly purchased, and gives him a large sum of money for another grant, so that he could cloud the title and with his strong sphere of influence, might win it - destroying both Daly and Adams.

ADAMS IS NOMINATED FOR U. S. SENATOR -- PAYNE IS DEFEATED,

In one of the severest political contests in America.

PAYNE WITH HIS COUNSEL MEETS DALY WITH HIS COUNSEL,

And he throws his plan on the table to destroy, if he cannot have Marie - she is present. A battle of emotion ensues from which Marie emerges, saying:

" I WILL MARRY MR. PAYNE."

All present note a mystery in her tones.

TEMPLES OF GOLD
By
BRIAN MAGRATH.

VIII.

MARIE'S ENGAGEMENT TO PAYNE IS ANNOUNCED IN THE PRESS AND BY PRIVATE COMMUNICATION

And Adams calls to give his best wishes;

MARIE CALLS IN HER FATHER, SAYING: " FATHER, I LOVE ANOTHER MAN, AND AM GOING TO MARRY MR. PAYNE TO SAVE WILL ADAMS AND YOU FROM FINANCIAL RUIN."

Adams is astounded; her father is stricken with grief.

WILL ADAMS IS ELECTED U. S. SENATOR.

He at once brings suit to quiet title to the estate and holdings. He is bitterly attacked by Payne's legal counsel, and Adams wins ina Court of Equity.

MARIE CANCELS HER ENGAGEMENT AT A SOCIAL GATHERING,

Saying it was premature, and saving Payne all possible embarassment.

SENATOR ADAMS GROWS SOCIALLY AND FINANCIALLY,

And becomes a premier of finance and society at Washington.

LOYAL STUART, A TYPICAL PROSPECTOR OF MONTANA CALLS ON SENATOR ADAMS TO ENLIST HIS AID IN A RICH GOLD MINE THAT HE HAS WORKED ON CONSISTENTLY FOR SEVENTEEN YEARS.

The Senator visits the mine and finds it ten miles from Melrose, Montana and thirty miles south of Butte, with a thousand foot tunnel through the mountain and deep shaft above -- "a monument to man's courage.

ALL THE FOLKS AT THE LITTLE TOWN STATION MEET AND THEN GOSSIP OVER THE AFFAIR OF THE HONEST PROSPECTOR.

"he is strangely imaginary - why there never could be a pound of gold in those hills - of course we wish him well" some declared confidentially to the Senator.

HE PUTS A CREW OF MEN TO WORK AND TAKES A SMALL INTEREST. IT REVEALS A BONANZA AND ADDS TO HIS FAME AND FORTUNE.

He sets aside one-thirtieth of each man's proceeds as the bonus for his men's efforts and is soon known as a wizard among operators through increased production.

ONE DAY AN ACTIVE MAN OF SIXTY YEARS, GRAY AND GRIZZLED, BUT FULL OF LIFE DRIVES INTO THE NEW FIELD TO GET AHOLD,

He goes into general counsel with the directorates of steel and Power business and advises them to establish real public ownership by selling their stock to the PEOPLE and employees. They visit the Power and Steel Plants

TEMPLES OF GOLD
By
BRIAN MAGRATH.

II.

Ex-Senator Sterling, former senator and wealthy resident of Washington, had gone through his fortune, but courageously fights on again in the open conflict of life.

HE LOCATES A FRACTION OF GROUND AND BECOMES A PRODUCER OF HIGH GRADE SILVER, THUS ENTERING THE GOLDEN TRAIL OF ADAMS, AND THEY MEET WHEN ADAMS VISITS HIS PROPERTY WITH MARIE DALY AND LADY FRIENDS.

They sit down on the side of the hill and talk over olden times.

"THE MANSION YOU PURCHASED WAS BUILT BY ME IN THE OLDEN DAYS OF ROMANCE", THE OLD MAN REFLECTS.

" Ranches and mines, the Capital, all were on my list of conquests; life's trail is full of the unexpected."

SENATOR ADAMS REFLECTS ON HIS OWN RISE, viewing both ends of the trail of life.

MARIE DALY ENTERS WASHINGTON'S HIGHEST CIRCLES.

She is sought for at the leading social events in Washington; Her cleverness charms the Nation's Capital, and she is seen daily riding along Pennsylvania Avenue, often calling at Senator Adam's offices; ~~occasionally~~ she attends Congress. The Senator's great speech on the Development of the U.S. Water power and Electricity stirs Congress

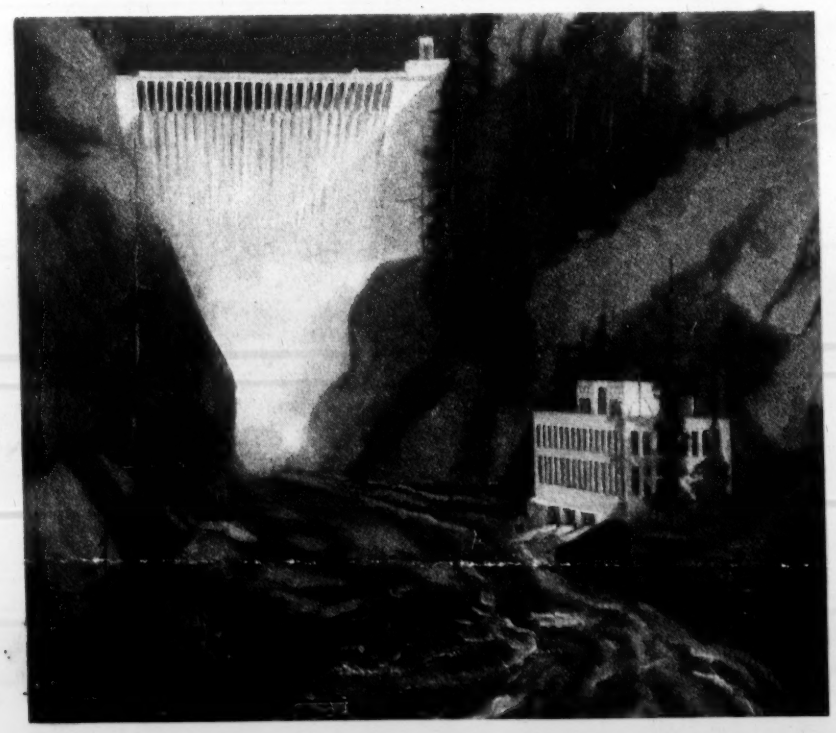
AT AN EXCLUSIVE AFFAIR IN WASHINGTON TO ANNOUNCE HER ENGAGEMENT MARIE DALY APPEARS AS A SIMPLE, COMELY GIRL OF THE PLAINS, beneath a wrap of rarest furs.

Senator Adams delights in her charming attitude and courage, and

PRESENTS HER as "MY FUTURE WIFE".
MARIE GOES TO THE CENTER OF THE BALL-ROOM FLOOR, saying:

"THE LITTLE BLUE-BIRD OF HAPPINESS LIVES WITHIN EACH LIFE,- IF WE WILL OPEN THE WINDOWS AND LET IT FLUTTER IN. THE PRICE OF PLACE IS HAPPINESS AND SERVICE, AND THIS I HAVE FOUND IN THE RECREATION OF MY IDEALS. TEMPLES OF GOLD ARE THE IDEALS WE BUILD IN OUR OWN LIVES."

BRIAN MAGRATH
Apt 25
317 Harvard No
Seattle, Wash



KNOW ALL MEN BY THESE PRESENTS: That I, Robert Campbell, residing in the City and State of New York, for and in consideration of the sum of One ($1.00.) Dollar, and other good and valuable considerations, to me in hand paid, and receipt whereof is hereby acknowledged, by DAVID W. GRIFFITH and D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, have bargained, sold, transferred, set over and conveyed, and by these presents do bargain, sell, transfer, set over and convey unto said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns, and said D. W. GRIFFITH, INCORPORATED, its successors and assigns, FOREVER, any and all rights in and to all copyrights and/or common law rights in the motion picture producing and/or reproducing rights in the story and/or play entitled "THE WHITE SLAVE" written by J. BARTLEY CAMPBELL, and any and all rights to the enforcement of said common law or statutory rights throughout the world which may be exercised at law or in equity for infringement of said motion picture rights.

And I do hereby further covenant and warrant that I have not done, nor caused to be done, anything to impair, invalidate or diminish the motion picture rights to said play or story "THE WHITE SLAVE" heretofore assigned by me to WALTER C. JORDAN, and agree to execute any and all further instruments that may be deemed proper and necessary for the effectuating of the intent of this instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this day of December, 1926.

_____ (L.S.)

CITY, COUNTY AND
STATE OF NEW YORK } ss.:

On this day of December, 1966, before me personally came ROBERT CAMPBELL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

_____

KNOW ALL MEN BY THESE PRESENTS: That I, JOHN CAMPBELL, residing in the City and State of New York, for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, to me in hand paid, and receipt whereof is hereby acknowledged, by DAVID W. GRIFFITH and D. W. GRIFFITH, INCORPORATED, a Maryland Corporation, have bargained, sold, transferred, set over and conveyed, and by these presents do bargain, sell, transfer, set over and convey unto said DAVID W. GRIFFITH, his heirs, executors, administrators and assigns, and said D. W. GRIFFITH, INCORPORATED, its successors and assigns, FOREVER, any and all rights in and to all copyrights and/or common law rights in the motion picture producing and/or reproducing rights in the story and/or play entitled "THE WHITE SLAVE" written by J. BARTLEY CAMPBELL, and any and all rights to the enforcement of said common law or statutory rights throughout the world which may be exercised at law or in equity for infringement of said motion picture rights.

And I do hereby further covenant and warrant that I have not done, nor caused to be done, anything to impair, invalidate or diminish the motion picture rights to said play or story "THE WHITE SLAVE" heretofore assigned by me to WALTER C. JORDAN, and agree to execute any and all further instruments that may be deemed proper and necessary for the effectuating of the intent of this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day of , 1927.

_____ (L.S.)

CITY, COUNTY AND
STATE OF NEW YORK } ss:

On this day of ,1969, before me personally came JOHN CAMPBELL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Raymond R. Rhine

Drums of Love

SCARLET APPLES

D. W. GRIFFITH COLLECTION
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PLEASE RETURN THIS SCRIPT TO PRODUCTION MANAGER
WHEN PICTURE IS COMPLETED.

D. W. GRIFFITH COLLECTION
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SCARLET APPLES

The Story: In a great empire in South America.

Time: A century ago.

Cast of Characters: Don Cathos, the Duke de Alveia, the tyrant.

Don Leonardo, Count de Alveia, the Duke's brother

Maria, Duchess de Alveia, the mother of the Duke.

Orbasco, a clown to the Duke.

Ramon, Assistant Master of Ceremonies, dandified and fussy.

The Duke de la Mora, whose family is at enmity with de Alveia.

Manuela, Marquisa de la Mora

Nita, her maid.

The Dancing Girl.

TITLE: A title to the effect "the brothers - Don Cathos, Duke de Alveia and his brother, Don Leonardo, Count de Alveia."

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1 A broken wall with rough stones. In the hazy background we see the back of a young man as he goes over the stones. By his side is a little boy of about seven. He puts his hand in his elder brother's in a confident and childishly affectionate manner. The elder brother's big hand closes over the child's and he helps him over the rough stones. When they get on the other side he takes him up in his arms. The baby boy lies on his breast with his arms around his neck. As they go on up the hill we DISSOLVE--

2 To the two brothers leaning before an old man. The younger brother is now grown to boyish manhood. They are before their father, propped up high and stern on his pillows in an ornate but austere bed. The two sons raise their hands, taking an oath. Each holds a dagger aloft.

TITLE: "WE SWEAR---THESE DAGGERS SHALL STRIKE DEATH TO ANYONE WHO SHALL TOUCH THE HONOR OF OUR HOUSE----"

3 We come from the semi-close view to a close shot of the father. He murmurs to them sternly.

4 We come now to a closer view of the two brothers. We see their faces.

TITLE: "EVEN THOUGH THESE DAGGERS BRING <u>DEATH</u> TO US".

5 They solemnly raise the daggers and exchange them. Each taking the other's dagger. We DISSOLVE TO

TITLE: THE BLOODY FEUD EXISTING BETWEEN THE TWO FACTIONS IS NOW AT ITS HEIGHT. DE ALVEIA LEADER OF THE REDS, THE FEDERALISTS, IS OVERWHELMING IN HIS DEFEAT OF THE WHITES----SIDING FOR THE RULE OF DON JUAN, KING OF PORTUGAL WHO IN PERSON WAS RULING THIS PROVINCE IN SOUTH AMERICA.

6 We DISSOLVE TO a battle scene - smoky background. Only a comparatively small group of soldiers is seen.

7 Don Gathos, routh and uncouth, terrible in anger - magnificent in battle, now middle-aged, the tyrant of the Reds, is shown. By his side, riding close is his beloved younger brother, the handsome and dashing Leonardo. We pan with them but a short time.

8 The last line of the Whites is broken.

9 We see de Alveia cut off two lances pointed at him, as he goes on over his enemies.

10 We come to a closer view of the younger brother, beautiful in battle; as he whirls a sabre over his head he shouts:

TITLE: "THEY ARE BROKEN! THEY ARE BROKEN!"

11 We come to a medium shot of the disorganized forces of the Whites fleeing in terror. We DISSOLVE from this to --

12 De Alveia and Leonardo at the head of their men, after the battle. They are on a curved road down an incline, a mounted escort behind them, a few of these in the cuirass, brass helmets and horse-hair manes. There is another group - careless hell-rakers with a hooded care-free costume of the plains. Behind them is a company of infantry, disappearing in the curved road---all in a high-strung, exaltant mood.

13 The younger brother speaks:

TITLE: "YOU ARE NOW THE MASTER OF AN EMPIRE".

14 Cathos grins back at him, and we see by his attit he'll rule it with an iron hand. We DISSOLVE fr this to --

15 A square in the village. An Inn is seen in a prominent position to the fore. A street leads off up the back, curving out to the left off the scene. A group before the Inn are gesticulating up the street. There is great excitement. Another group who are wildly looking up the street, hears the story told by a messenger, a fleeing fugitive, who with one or two others, has just gallaped on, of the disaster to the Whites. This group, hearin this, look in terror around and flee. Off on one side as Cathos, leading his men, coming down the street at a fast gallop.

16 We DISSOLVE to a semi-close view of Cathos approaching.

17 They rein in their horses and come to a sudden stop.

18 We flash to a scene behind the Inn. We show an officer of the Rods and a squad of men. They have a group of captiveWhites with them.

19 We come back to Cathos dismounting. With officers and guards he strides furiously off.

20 We come to a scene of the captives.

21 Then to Cathos striding in. Several of the captives hold out their manacled hands to him in supplication. One of them, a handsome young man, screams out to Cathos:

TITLE: "THOUGH WE ARE WHITES AND I AM A DE MORA YOU CANNOT TREAT ONE OF OUF BLOOD IN THIS WAY".

33 Cathos steps grinningly before him. He touches hair.

TITLE: "WHAT BEAUTIFUL HAIR. WHAT A SHAME TO RUMPLE IT".

35 Cathos then pantomimes "What lovely eyes". Then grins at him with an ironic smile.

TITLE: "OH, NO. WE CAN'T INJURE ONE SO BEAUTIFUL".

34 Then Cathos caresses his throat as though to indic how soft and fine the texture is. Takes out his dagger.

TITLE: "I CAN'T RESIST THE TEMPTATION -- YOUR THROAT IS SO SOFT, DE MORA".

25 Puts it slowly against his throat. Then with a terrific movement stabs him, turning his body befo the camera with the action, so we do not see the actual deed. Turns to his officers:

TITLE: "TO THE DUNGEON WITH THE OTHERS - AND SHOOT THEM AT SUNRISE, OR WE'LL HAVE TO BATTLE ALL OVER AGAIN".

BACK: This more or less apologetically to his brother.

26 Then to a semi-long shot of the village square before the Inn. One or two strolling actors are playing for a beautiful young dancing and singing girl. She is scantily clad. Through her simple finery we see the dress, low cut at the neck - a bosom rounded with swelling youth. Her skirt is short and cut on each side so that her legs are seen through. Her hair is in clustering curls over her shoulders and around her face.

27 We come to a full length figure of the dancing girl. She stops in her dancing and points off toward the street.

28 We go to a close view of the approaching cavalcade led by de Alveia and Leonardo.

29 We return to the dancing girl, who expresses her admiration of the great de Alveia.

30 A yellow player, a middle-aged woman, takes in the situation.

TITLE: "ARE YOU STILL MAD ABOUT THAT HOMELY DE ALVEIA?"

31 We come to a close view of the dancing girl.

TITLE: "NO, BUT I'M STILL MAD ABOUT THE DUKE DE ALVEIA. HE IS THE GREATEST MAN IN THE WORLD".

32 We follow her admiring glance.

33 There is a close view of de Alveia alone, showing his tremendous figure.

34 Back again to a close view of the dancing girl.

35 Then to her companion, who smiles cynically.

TITLE: "I SUPPOSE AT NIGHT TIME IN THE DARK HE'S BE PRETTY GOOD AT THAT".

36 Then to a semi-long shot before the Inn. De Alveia and his men come to a stop. de Alveia's eye falls upon the dancing girl in the group of strolling players. De Alveia, who has been unsuccessful with women, having little time for play, we see, is caught with a tremendous fascination for this sudden beauty that greets him.

37 Then to a close shot of the dancing girl looking to de Alveia.

38 Shot of de Alveia looking to the dancing girl. De Alveia pantomimes that girl must be looking at Leonardo at whom all the other women are looking with great admiration.

TITLE: "LEONARDO, THERE IS A SWEET MORSEL FOR YOU".

39 Leonardo indicates, "No Cathos, you've caught this one". De Alveia looks again at the girl and then back to Leonardo. But Leonardo has dropped a little back, proving to de Alveia that the girl is really looking at him.

40 In a close view we show that all her soul seems to sing and dance for him. She trembles with adoration. Half in awe and half in audacity she murmurs as through kisses:

TITLE: "MY LORD, MY LORD DE ALVEIA".

41 Then comes a view of de Alveia. He turns towards the Inn, gives orders to his aid concerning putting up his men for the night.

42 Another view shows behind the aid a group of returning soldiers. One or two among them are being greeted by sweethearts. Much laughter and joking.

43 We show a close view of a couple of roughnecks in the group, flirting with three audacious looking girls. The boldest of these soldiers reaches over and grabs one of them as though to say "Baby, I've been a long time meeting you." Atmosphere of scene is bright and cheery - a joyous moment for all.

44 We turn again to a semi-long shot of de Alveia. A few little girls and boys are throwing flowers underneath the horses of de Alveia and Leonardo. Show de Alveia telling the lackey in pantomime to bring the dancing girl and the group of players to him, when the Mayor of the little town, a fussy, comical looking fellow, drives up beside him in a two-horse carriage.

45 Semi-close view of Mayor greeting de Alveia effusively.

46 View of de Alveia turning from lackey to greet Mayor. He turns and salutes Mayor.
From this shot we see behind de Alveia, Orbasco, a clown whom de Alveia suffers enough to have around for the occasional laugh he gets out of his antics.

47 We come to a closer view of the clown. He is mounted on a sleepy looking donkey. With mock gravity he is receiving the salutations of the people as though they were for himself. He is made up as a burlesque general on one side of his costume. The other side is in a different color and seems to indicate that of a private. He has a bladder in his hand which he occasionally slaps against the flanks of his steed. He looks with a sudden movement towards de Alveia.

48 We come again to de Alveia starting to dismount. Servants rush forward to assist de Alveia. One seizes his bridle. Two others drop on their knees before de Alveia. De Alveia dismounts.

49 We come to a close view of the clown, who makes a dignified attempt to dismount - instead falls off his donkey - rushes forward.

50 We follow him into the scene with de Alveia. The clown slaps his bladder, which is full of air, before de Alveia as though it were a cymbal. The bladder explodes near de Alveia's face. de Alveia returns the favor to Orbasco by giving him a kick in the pants which sends him out of the scene, amidst the laughter of the people around.

51 We go to a scene by the carriage. The Mayor and Clerk get out of the carriage. The Clerk has the town register in his hands, which they are bringing for de Alveia to sign as an honor to their little community. Both Clerk and Mayor are trembling with fright. They advance a short space. They Mayor turns, and in the gesture of old age and weakness beckons the driver to stop. But the driver doesn't hear and starts to go off.

52 Back to de Alveia. In laughing show-off humor he takes in the situation. Rushes out of the scene.

53 To scene of the carriage just pulling out. The carriage passes near a post. De Alveia, with a swift leap, springs into the scene, throws his left arm around the post, grasps the back axle of the carriage and attempts thus to hold the carriage and horses. The horses pull forward, but de Alveia hol them thus braced.

54 Then to the driver. In surprise he looks back - takes in the situation - starts to stop the horses.

55 Again to De Alveia, a close view. Pantomimes with his head, "let them pull".

56 A semi-view of his struggle---of the straining horses and the tremendous power of de Alveia.

57 A close view of the straining horses.

58 Close view of de Alveia's struggle.

59 Then a semi-view showing de Alveia winning. Behind them we show the amazed bystanders break into tremendous cheers, it being a period in which physical strength and dexterity were necessary for great leaders. De Alveia's act, which would be foolhardy today, was at this time part of the necessary tricks to keep the people in awe and hold the admiration and loyalty of his soldiers.

60 Then in a close view we show Cathos turning to see if the dancing girl is enough impressed by this exhibition of strength.

61 We come again to the dancing girl, who shows that her admiration has been, if possible, increased.

62 Then to Cathos. An attendant calls attention to the waiting Mayor, but Cathos, the bold tyrant, is more interested in the dancing girl. He brushes the people, waiting by his side, out of the way and strides out of the scene.

63 Then we come to a semi-view showing the dancing girl and the players behind her. Cathos enters on the scene.

64 Semi-view in which we show great exaltation of the dancing girl who hardly dared dream of this honor.

65 Close view of the above.

66 Cathos looks down upon her with undisguised admiration. The dancing girl looks up at him, palpitating with emotion.

TITLE: "MY LORD, I HAVE OFTEN ADMIRED YOU FROM A DISTANCE BUT NEVER HOPED FOR THIS PLEASURE".

67 Cathos indicates the distance should be lessened between them. He seems oblivious to all the world around him, until Leonardo, his brother, comes on and indicates the Mayor of the town and the important people are awaiting his presence. Cathos shows, by turning away from the dancing girl and returning to the Mayor and his group, the influence the younger brother has over him.

68 Then to a scene of the mayor with the Clerk and a formal group around. Cathos enters the scene. After formalities, de Alveia prepares to sign the register

69 We go from this to a small platform on the side, roped off from the common herd. This is canopied over with rich hangings. There is a railing over which also ornate drapes are thrown. It is set back with a few guards in front, away from the crowd. There are a couple of old duennas and a small group of beautifully dressed young women. A young gallant with his servant has just bought them two or three sachets of expensive perfume - sandalwood, violet, rose leaves. The girls are in the act of giggling and whispering innuendoes about the beauties of Leonardo - with a little pantomime of one or two of them holding him to their breasts, and business of rather bold nature as to what they would do to him if they had him. Doing this they sprinkle their skirts with the exquisite perfumes.

70 The clown tumbles into the scene. He brushes off the rear of his trousers, rubs himself, looks back towards Cathos. We see under his pretense of foolery his malignancy. He then turns towards a group of laughing girls. He begs girls for perfume. His clownship makes him a privileged character.

71 CLOSE VIEW OF ONE OF THE GIRLS.

She shakes her head in refusal.

72 Then again to clown who pretends to beg like a dog.

73 Then again to girl: "That's right, down on your knees like a good doggy."

74 Again to CLOSE VIEW of clown. He gets down on his knees immitating a dog, then:

75 TO SEMI SHOT SHOWING BOTH CLOWN AND GIRLS.

The girls are wishing their skirts around. Clown goes from one to the other, scenting their skirts in dog-like attitude.

76 CLOSE VIEW OF ONE OF THE GIRLS

who laughingly pulls her skirt high, getting it away from the clown.

77 THEN TO CLOSE VIEW OF CLOWN.

He shuts his eyes and blinks as though stunned by the beauties revealed.

78 AGAIN TO SEMI SHOT.

A real dog comes on to a post and begins to smell. The clown, now on all fours, looks at the dog.

79 TO CLOSE VIEW OF CLOWN,

who raises one of his knees a short distance in the air.

80 THEN TO SEMI VIEW OF TWO OR THREE OF THE GIRLS

who beat him playfully and push him off platform. (NOTE: All action up to this point, excepting scene between de Alveia and dancing girl is played in very rapid-fire manner.)

81 SEMI LONG SHOT OF DE ALVEIA

just finishing signing the register. Before him is the short path to the entrance of the inn with guards holding the people back. The mayor's lackeys and servants and those of the inn are lining up formally to salute the great de Alveia on each side of the wall. The master of ceremonies for de Alveia, an elderly man with an air of great importance, sends his assistant down the line to put everything in shape.

82 SHOE CLOSE VIEW OF THE ASSISTANT,

whose name is Ramon. This is just a flash. We see he is dressed in a very dandified fashion.

83 THEN TO SEMI VIEW.

Ramon goes with a very fast, busy, mincing air to see that the lackeys and servants look their best. he pushes in one of the lackey's stomach. Points with horror down at one big-footed lackey. Indicates "My God, those feet" and kicks them together.

84 CLOSE VIEW AT INN DOOR, END OF LINE.

Ramon's eyes fall on a very buxom young girl whose dress displays a plentiful vision of glowing bosom. Ramon seems to blush. He turns to one of the lackeys:

TITLE: "MY GOD, I MUST GET MARRIED."

85 AGAIN WE COME TO BEGINNING OF LINE.

De Alveia receives the last homage of the villagers. Goes down the line towards the inn, giving one backward look, as though he could hardly veil his annoyance at these formalities, towards the dancing girl, and then, as he turns towards the inn, we FADE OFF.

86 FADE IN ON

TO AN IMPOSING LOOKING CASTLE,

behind which is a mountainous background. This is shown in miniature.

TITLE: THE CASTLE OF DON JOAQUIN, DUKE DE LA MORA, A POWERFUL NOBLE AND A STANCH DEVOTEE TO THE CAUSE OF THE KING OF PORTUGAL, AND A LIFE-LONG ENEMY OF DE ALVEIA.

87 THEN TO DISTANT VIEW OF GREAT COUNCIL HALL

inside the castle. At one end of the hall is a raised dias, at which is the Duke de la Mora and his counsellors. A half a dozen soldiers, whose garments and general condition show the terrible conflict through which they have just been, are shown. Two or three other small groups are entering hurriedly to de la Mora.

88 WE GO'S TO CLOSE VIEW OF DE LA MORA

and his counsellors.

89 SHOW CLOSE VIEW OF THE LEADER

of one of the groups, who addresses de la Mora:

TITLE: "THE TYRANT IS VICTORIOUS EVERY-WHERE. HE WILL EXTERMINATE US."

90 NEAR CHAIR, SHOW THE MINISTER OF FINANCE.

Two or three members of another group gesticulate to him. All this excitement is played with great rapidity.

91 CLOSE VIEW OF GROUP.

"We must have money. We can't stay here to be murdered!"

92 CLOSE VIEW OF MINISTER OF FINANCE

showing empty treasure chest, indicating their helplessness.

93 WE COME TO GROUP AROUND THE DUKE DE LA MORA.

Among them is his advisor, the Cardinal de Mercier.

94 CLOSE VIEW OF THE CARDINAL AND SERVANT.

The Cardinal whispers to servant, who exits quickly. Then the Cardinal turns to de la Mora and speaks:

TITLE: "THIS DE ALVETA, THIS UPSTART SHOOT OF THE GOTHS, HAS ALWAYS WANTED TO MARRY INTO YOUR PATRICIAN FAMILY. WITH HIM AS A SON-IN-LAW OUR DANGER WILL BE OVER AND OUR COUNTRY SAFE."

95 WE COME TO SEMI VIEW

showing entire group, sipping at straws as they listen to the Cardinal.

96 IN THE WOMEN'S QUARTERS.

shut off from knowledge of the impending danger, we come to a full sized figure of a young girl and her little sister, busy trying to catch a sleepy and good-humored looking cat. We pan with them around the room. Around chairs and furniture. The little girl falls in her pursuit. The older girl manages to capture the runaway cat. She holds it up, spanks it lovingly. The little girl comes to her and they laugh and joke over the naughty kitten.

97 THEN WE COME TO OPEN DOORWAY.

The Cardinal's servant enters, bows formally, and speaks:

TITLE: "THE MANUELLA'S PRESENCE IS DESIRED IN THE GREAT HALL."

98 WE COME TO FULL VIEW OF ROOM

showing the two girls near center and servant at open doorway on one side.

99 THEN TO CLOSE VIEW OF GIRL AND SISTER.

Manuella expresses a surprise. Her hold on the cat relaxes into the little sister's outstretched hands and she goes in an inquiring manner towards the open door. We DISSOLVE from this to:

100 A SEMI LONG SHOT IN THE GREAT HALL

and show Manuella approaching her father's chair, though so idiers look on. Despite their agitation, they show their admiration for her beauty. The flowing lines after thin robes disclose her beautiful figure. Her father hides his great agitation and greets her with teasing affection.

101 WE COME TO CLOSE VIEW

showing Manuella and her father. Her father speaks, "Manuella, the time has come that the marriage that has so long been urged between you and the great Duke de Alveia should be consummated." Manuella gestures in protest and speaks:

TITLE: "I WILL NOT MARRY A MAN WHOM I HAVE NEVER EVEN SEEN."

102 WE COME TO CLOSE VIEW OF HER FATHER:

"My daughter, it is not for you to choose. In your position marriage is only consummated for political reasons."

103 WE COME TO CLOSE VIEW OF MANUELLA

and see the fires beginning to burn. As she indicates "I will do nothing of the kind" we --

104 SWITCH TO CLOSE VIEW OF THE FATHER

with a stern gesture of command.

105 THEN TO A FULL SIZED FIGURE OF MANUELLA.

Her temper rages. She gesticulates vehemently, pantomiming in vigorous terms her refusal. She stamps the floor and paces up and down.

106 THEN TO FULL GROUP,

The counsellors call out to her in pantomime,

107 THEN TO NEAR VIEW,

The Cardinal steps before her:

TITLE: "OUR CAUSE IS LOST. OUR OLD ENEMY IS ABSOLUTE MASTER. IT IS HOPELESS TO ATTEMPT FURTHER EXISTENCE. YOU ALONE MIGHT SAVE US, MANUELLA."

108 THEN TO CLOSE VIEW OF MANUELLA.

The Cardinal steps her raging for a moment. Then she looks off.

109 WE COME TO HER FATHER,

who drops, a broken and pitiful figure in his chair.

110 THEN TO A CLOSE VIEW OF MANUELLA.

Her rage of indignation goes off her face and tears of repentence appear instead. She goes swiftly off.

111 WE SHOW HER FATHER,

broken in his chair. Manuella comes to him. She drops to her knees by his side. She humbles herself after her manner in the dust before her. She kisses his hands. She comes close to him, in pantomime begging his forgiveness. Then in an attitude of sweet repentance - "I will do whatever you say, father." She looks around at the distracted group.

112 WE COME TO VIEW SHOWING GROUP,

All express their great gratitude.

113 WE COME AGAIN TO CLOSE VIEW OF MANUELLA

and her father. Manuella speaks:

TITLE: "I MEAN SO LITTLE, FATHER, IF I CAN DO ANYTHING FOR OUR PEOPLE I WILL."

114 AS THE FATHER RAISES HER

up closer to him, we DISSOLVE

115 WE FADE ON TO A SIDE DOOR OF THE INN.

It is night time. Cathos, followed by Leanardo comes quickly out. He gestures towards the inside of the hotel. "I have had enough of that kind of stuff." A servant and aid follow him. As Cathos starts off they follow after him. Cathos gestures for them to stop. Cathos looks at his heavy sword - unclasps it. Leanardo follows his example. Cathos gives an expression of satisfaction at their being through with these accouterments of war. They give their weapons to the servants. They set off in an expectantly happy attitude as though they were in search of love, now that peace is at hand.

116 WE GO TO SCENE BACK OF INN

and discover four or five rough-looking figures. They look off in the direction of Cathos and Leanardo and go out of scene as though following them.

117 WE COME TO SET WHERE CATHOS

has seen the young dancing girl. Cathos pauses for a second. Leanardo looks at him curiously, as though inquiring the purpose of his evening's stroll. Cathos smiles at his young brother, shame-facedly, as though he could not bring himself to tell him that he is searching for a beautiful face.

118 THEN TO SHADOWED PLACE BY THE ROADSIDE

and see the skulking figures go through, following the brothers.

119 FURTHER DOWN THE ROAD.

Leanardo and Cathos entering on scene. Two Gypsy-like looking girls standing on one side of road watching their approach. As Cathos and Leanardo are nearing the two girls, they step directly before Leanardo. He stops courteously before them for a second. His attitude shows that though used to this sort of thing, he likes it. Cathos in the minute strolls off scene.

120 WE SHOW THE SKULKING FIGURES

approach.

121 THEN TO CORNER OF STREET.

Cathos comes to stop, looks up and down the street, as though searching for dancing girl.

123 We come back to Leanardo in the act of disengaging himself from the rather bold advances of the two girls.

125 THEN TO SHORT FLASH

of the figures by the roadside.

124 AGAIN TO LEANARDO.

He leaves the two girls. As he starts out of scene the burly ruffians spring in from the side of the road upon him. He is caught unawares and taken at a disadvantage. They throw a sack over his head.

125 THEN WE COME TO CATHOS

turning in surprise. With a terrible expression upon his face he rushes back to his brother's aid.

126 THEN TO LEANARDO

struggling with the ruffians. He is thrown against a bank on the roadside. One of the ruffians strikes him a glancing blow on the head, under which Leanardo waivers. He blindly raises his hands to avoid another blow. Before it can fall Cathos rushes in and receives it. He seems a demon of fierce strength as he wrestles the club away from the first ruffian. He guards off a sword thrust. He breaks the arm of another assailant, who is trying to stab him. He lays around him with such tremendous will and power that by the time Leanardo gets rid of the sack that is over his head, two of the men are on the ground and the others are in retreat. Cathos rushes to his brother who has slipped to the ground in his weakness from the blow he had received.

127 THEN TO CLOSE VIEW.

Cathos takes Leanardo in his arms and holds him, more like a father or mother would a son, so fierce is his affection. It seems greater than the love of brothers.

128 Then to SINGLE VIEW OF LEANARDO.

He looks up at his brother, reassuringly and gratefully, his strength coming back to him.

129 THEN TO CLOSE VIEW

of Cathos, showing his fierce affe tion and apprehension.

130 THEN DOUBLE VIEW

Cathos helps his brother to his feet, looks around, still holds the dagger in his hand. He puts his arm around his younger brother as though to support him back to the inn. Leanardo looks at him smilingly, and speaks:

TITLE: "FOR THE SECOND TIME IN A MONTH, BROTHER, FIRST ON THE BATTLE FIELD AND NOW HERE."

Cathos jokingly laughs this off and they go out of scene, as we

FADE OFF.

131 WE DISSOLVE from this to the exterior of the de Alveia Palace, in miniature.
(Think this should indicate some idea of a stronghold, as though a fortified place)

132 THEN WE DISSOLVE

To the great hall inside. LONG SHOT - shpwing here the line of servants, the preparation.

133 LONG SHOT - CATHOS, followed by Leanardo and his leaders, strides to the ducal chair. SEMI-VIEW of cha chair and dias. House-servants go rapidly before him. They drop a red strip of carpet before his chair. Then on their knees they plant his pillow of crimson, ready for his feet when he is seated. They remain prostrate. Slaves of his will.

134 ONE SIDE OF LINE -

Astoges, the assistant master of ceremony, is shown now in his glory, arranging the servants, the positions, etc.

135 THEN TO THE DUCAL CHAIR.

de Alveia takes his seat. His mother comes to greet him. She is quite an old woman. By her side is her duenna, the mistress of the household, a rough-looking old comic character. She goes forward to greet de Alveia - starts to bow, but with an expression of "My God", my back has got too much rheumatism to pull this fol-der-ol." Kisses his hand without bowing.

136 WE COME TO SIDE OF LINE, NEAR CHAIR.

To Astoges, who moves a too curious looking maid, busied with others trying to get a good look at the returning heroes, to one side. In doing this he puts his arm around her waist to pull her back, bringing her face very near to his.

137 CLOSE VIEW

Of the girl showing her with analluring pout upon her lips.

138 BACK TO CLOSE VIEW OF ASTOGES.

He looks at her in admiration. Murmurs to himself in same pantomime and gesture as before - "My God, I MUST get married."

139 WE COME AGAIN TO MEDIUM SHOT

Of Duke de Alveia and the group around him.

140 THEN TO CLOSE VIEW OF MOTHER, who beckons off.

141 THEN TO MEDIUM SHOT AGAIN.

An officer in military garb enters, followed by two aids of the Duke de Mera. The Duke's mother presents them.

142 CLOSE VIEW OF CATHOS.

He opens letter and reads it with a sardonic expression. It is to the effect that this is the proper time to bring peace to both their houses through the marriage of the daughter of de Mera and the head of the house of de Alveia. The whole country is sick of bloodshed. After finishing the letter he turns to de Mera's envoy. All the group wait expectantly.

143 CLOSE VIEW OF CATHOS.

A terrible expression comes over his cynical smile. Then he reaches for his dagger. Draws it and speaks to the effect, indicating the dagger. this is the only business I shall ever have with the de Meras and the whites. In a sudden sweep of rage he starts forward as though to use it, then and there on the envoys. His mother intercedes. She protests to him.

144 WE COME TO THE DOUBLE FIGURE OF THE MOTHER AND CATHOS:

TITLE: "WHY CARRY THIS FEUD ON FOREVER? ONE DEATH UPON ANOTHER? YOU CAN'T WIPE OUT BLOOD WITH MORE BLOOD - NOR PAST SINS WITH GREATER SINS."

145 As de Alveia Listens, his brother, Leanardo joins the group. And the consultation goes on, as we

FADE OFF.

TITLE: "THIS IS THE DAY DE ALVEIA IS TO LEAVE, ACCORDING TO THE CUSTOM OF THE TIME, TO BRING MANUELLA BACK TO THE CASTLE WHERE THE WEDDING IS TO BE PERFORMED."

146 A LONG SHOT OF THE GREAT HALL OF DE ALVEIRA. Preparations are being made for the journey, gifts that are to be taken to Manuella and the Duke.

147 WE COME TO A SEMI-LONG SHOT

showing the family table set in a corner of the hall. Cathos and Leonardo are finishing dinner around this table. They are being served by black and mulatto slaves. Several of the mulattoes are seen - young girls and boys. According to this period and time they served absolutely nude. Of course this is out of the question in the theater, but costumes could be arranged to procure the effect. Of course no attention is paid to these servants by anyone, as it was a familiar usage of the day.

148 WE COME TO A CLOSE VIEW OF LEONARDO AND CATHOS.

Leonardo in an elated and laughing manner in pantomime is telling the Mother the story of the crack he got on the head from the ruffians.

149 THEN TO THE HALLWAY

leading off from this main room. We see servants under instruction of the duenna, packing trunks, bags, etc., in preparation for the proposed trip of Cathos to bring Manuella to the palace.

150 SEMI-CLOSE VIEW OF THE DUENNA

Turning to the assistant housekeeper, who is questioning two or three applicants for positions as servants for the enlargement of the household, preparing for the advent of the castle's new mistress. Among them is the figure of a beautiful young girl, partly disguised in the cloak. However, we do not see the young girl's face. The duenna, after questioning her for a short time, accepts her for service as a maid. As the housekeeper turns away we come to ---

151 WE COME TO A STILL CLOSER VIEW OF THE YOUNG FIRL -

the others shadowed off so that she becomes the central figure. Still, however, we do not see her face. She assumes an attitude of adoration directed toward the main hall from which at a distance we can see seated Cathos and Leonardo.

152 THEN BACK TO A LONGER SHOT AGAIN.

The housekeeper beckons to the maid and she turns away.

153 WE COME TO A DOUBLE SHOT OF CATHOS AND LEONARDO

still at the table. The clown is now standing between the two brothers, finishing the performance of a slight-of-hand trick to amuse them. We feel behind his joking manner a shadow of malignancy. He holds up a mirror before Leonardo, then before his own face, as he indicates we are both lady-killers. As he drops behind the handsome Leonardo when unobserved, we feel the envy and hatred he bears toward him.

154 We go from this to the center of the hall, by the dias of the Duke. An Admiral of the British fleet, acting as Ambassador, is ushered by the herald-at-arms to the chair.

155 A SEMI-CLOSE VIEW.

Cathos, ushered by the herald-at-arms enters and greets the Ambassador.

156 WE GO TO THE HALL.

Our mystery girl is now in the costume of a maid.She is helping another maid who is just in the act of finishing packing rich material in one of the trunks destined as bridal gifts to Manuella. The packing finished, she turns with an eager attitude towards the great hall where is Cathos. We FADE FROM THIS TO-

157 THE INTIMATE DINING ROOM. In a semi-view Cathos is approaching Leonardo. A title to the effect:

TITLE: "MORE TROUBLES FOR ME LEONARDO. URGENT BUSINESS. I CANNOT POSSIBLE LEAVE AT THIS TIME."

158 A CLOSE VIEW - showing just the two brothers; Cathos is very near to Leonardo and looks tenderly upon him.

TITLE: "YOU KNOW, LEONARDO, I LOVE AND TRUST YOU ABOVE ALL HUMAN BEINGS - YOU SHALL GO AND BRING MANUELLA TO ME."

159 LEONARDO draws back in surprised protest.

160 WE COME TO A SINGLE SHOT OF CATHOS, who pantomimes insistently, that this is the only way.
Title from Cathos to the effect:

TITLE: "AFTER ALL, I SENDING YOU I AM SENDING MYSELF, BECAUSE WE HAVE BEEN ONE IN THOUGHT SINCE CHILDHOOD."

161 WE COME TO A CLOSE VIEW OF LEONARDO.

In manly but natural manner he expresses his great love for his brother, and nods his assent to the proposition.

162 WE GO TO THE DOUBLE VIEW

of Cathos accepting Leonardo's assent, and DISSOLVE FROM THIS TO ---

163 THE PALACE OF DON MORA, THE GRAND HALL NOW IN PREPARATION FOR RECEIVING CATHOS.

There is a balcony on one side partly latticed off from the main hall, with steps leading down to the ducal chair. Rugs are being placed - and draperies both on the balcony and in the main chamber - flowers, decorations, etc.

164 WE GO TO A SMALL BEDROOM IN THE CASTLE.

The maid is just finishing the last touches of Manuella's costume, making her ready to receive Cathos, her future husband. In the corner by the window are two beds, a small child's bed and Manuella's. The child of about seven or eight years of age, Manuella's sister, is in a child's slip of a dress with bare feet.

165 WE GO TO A SEMI-CLOSE VIEW.

The little sister holding up her dress, goes weeping to Manuella. Manuella takes her in her arms and they cry together. Manuella looks towards the two beds - indicates perhaps we'll never sleep side by side again, little sister. The baby girl is weeping bitterly over the separation.

166 WE GO TO A HALF VIEW OF THE ROOM.

Manuella's maid is coming to her in an agitated manner, indicating that any time Cathos may arrive.

167 WE GO TO A MINIATURE VIEW OF THE CASTLE OUTSIDE

and see in the distance a view of Leonardo and his retinue approaching.

WE DISSOLVE FROM THIS TO ---

168 THE MAIN HALL.

Two or three young girls of the court are on the balcony - servants - retainers and guards, lining up to receive Cathos.

169 WE COME TO A CLOSE VIEW OF THE BALCONY.

Small full side figure of Manuella entering with her baby sister. Manuella has a handkerchief with which she is trying to wipe away the stain of her tears and to keep others from falling.

170 WE COME TO A FULL VIEW OF THE HALL AND BALCONY.

Small place shot. We see through the portals the retinue of Leonardo entering.

171 WE COME TO A SEMI-SHOT OF THE HALL.

the portals in back. The trumpeters raise their trumpets in the air. The Grand Master of Ceremonies cries out with great gestures. In this view we show on one side the Duke with a Cardinal beside him, seated. The servants and retainers all come to attention.

172 WE COME TO THE SEMI-VIEW IN THE BALCONY.

There is a great flurry and excitement among the girls surrounding Manuella.

173 THEN TO A SEMI VIEW IN THE CENTER OF THE HALL.

The standard bearers with silken flags, coats of arms, sweep into the hall rapidly, but in great state. They are followed by a guard of honor, then pages and servants bearing presents - chains of silver on pillows, chains of gold, ornaments, jewels, tapestries, silken goods, etc. Then a soldier alone, holing a more regal standard than the others, with the coat-of-arms and de Alveia brilliantly emblazoned thereon. Then well spaced behind him, with head uplifted, splendid in his beauty, exalted by the moment there swings in the beautiful figure of Leonardo. At his entrance there is a great cheer - flowers are thrown, tremendous excitement up and down the hall.

174 THEN WE COME TO A FULL FIGURE OF LEONARDO,

who advances to the foot of the steps, stops and acknowledges the salute of the crowd.

175 THEN TO THE BALCONY - A CLOSE VIEW OF MANUELLA

looking towards Leonardo. There is an expression of unbelievable surprise on her face and in her attitude. She seizes the hand of her duenna emotionally.

176 THEN A VERY CLOSE SHOT OF MANUELLA.

We show the expression of fear and sorrow that was on her face change to one of relief and pleasure. She turns to her duenna as though to say, "Look, look. Isn't he marvelous. I have never seen such a man."

177 THEN TO A SHORT FLASH, FULL VIEW OF THE HALL,

which seems to re-echo with the aclaim to Leonardo.

178 A SHORT FLASH OF A GROUP

shouting welcome and applauding.

TITLE: "DE ALVIA! DE ALVIEIA! DE ALVEIA!"

179 THEN TO A SHOT OF A PLATFORM

moving before Leonardo. Full sized view, as he in splendid and dashing manner sweeps down beneath the gallery. He comes to a stop directly by the side of the balcony. Bows right and left again in recognition to the house of de Mora, then turns and bows to the ladies in the balcony.

180 THEN TO A CLOSE VIEW OF MANUELLA,

looking down upon Leonardo. She stares fascinated, trembling, breathless.

181 THEN TO LEONARDO, CLOSE VIEW -

while bowing to the ladies in the balcony in general, his eyes fall upon Manuella. He seems to be transfixed as he sees the beautiful apparition of Manuella.

182 THEN WE GO TO ANOTHER SHOT FROM THE SIDE

in which only the two figures are closely seen.

183 THEN TO A CLOSE VIEW OF MANUELLA.

Now a great exultation rushes over her. She expected a sacrifice, but this man surpasses even her love dreams of what her prince should be.

184 THEN TO SEMI VIEW OF THE HALL.

As the tumult swells around him, Leonardo recovers himself and sweeps on with his retunue to the ducal chair.

185 THEN TO THE BALCONY.

The duenna indicating to Manuella you must go to meet him.

186 THEN TO A CLOSE VIEW SHOWING THE TWO FIGURES,

Manuella indicating her agitation. For a time the overwhelming relief, for what she expected or feared, having changed to such tremendous delight at the sight of the beautiful and magnetic Leonardo, she is unable to move for a time. "Not now, no, not now. My knees, how they tremble. Let me wait just a minute. Oh, Mary, Mother, isn't he glorious." She smiles, she laughs. Then happily, kissing her little sister, recovers herself and goes down the steps.

187 IN THE MAIN HALL WE COME TO RAMON,

now in greater heights of glory, prancing and posing. His eyes light on a maid of Manuella's, and Ramon again expresses in his face the thought "I must have love."

188 A SET IN A SUITE OF THE DUCAL CHAIR.

On one side of the father is the Count Leonardo. Manuella approaches her father who has just received the Count Leonardo. Manuella stops at her father's side. She returns the salute of Leonardo. As they stand transfixed with their emotions looking at each other, de Mora speaks:

189 TO A CLOSE VIEW

of deMora.

TITLE: "THE GREAT DUKE OF ALVEIA, UNAVOIDABLY DELAYED BY AFFAIRS OF STATE, HAS GRACIOUSLY SENT HIS BROTHER THE COUNT LEONARDO, TO ESCORT YOU TO HIM."

190 WE COME TO MANUELLA IN A CLOSE SHOT.

Manuella attempts to mask her terrible disappointment as she looks into the eyes of Leonardo.

191 WE COME TO THE HALL OF CATHOS, SEMI VIEW,

showing the British Admiral and Ambassador seated near Cathos. Behind we show a few musicians playing. As they talk they pull at their long cigars.

192 WE COME TO A CLOSE VIEW OF CATHOS' CHAIR,

showing in this view at one side of him the clown. He has made a wedding ring out of plaited straw. He winks insolently at Cathos. As he holds up the ring with one hand he plucks a white hair out of his head, matches them together as though kidding Cathos about the marriage of old age and youth. Cathos smiles grimly, and as though the joke didn't set too well upon him, pushes him roughly away.

193 WE COME TO A CLOSE VIEW OF THE CLOWN

as he falls against a table. We see a terrible flash of hatred come upon his face as he looks toward Cathos.

194 WE COME TO OUTSIDE THE HOUSE OF DE MORA. LONG SHOT

showing the escort ready to start.

195 WE COME TO A CLOSE VIEW, FULL SIZED FIGURES.

Leonardo is helping Manuella into her carriage. He does this with what is perhaps a little uncalled-for tenderness. He is very solicitous about the draperies around her. We feel the air of joyous youth, hardly yet understanding that it is the music of sex to which they are dancing. The carriage moves forward. Leonardo mounts his horse and rides close by the side of Manuella in her carriage. Behind is seen the wagon with baggage, etc. and a small guard of mounted men following.

196 WE GO TO A LONG SHOT OF THE CAVALCADE

in motion. We DISSOLVE from this to --

197 A SEMI VIEW OF THE CARRIAGE

with the bridal party, slowly moving.

198 THEN TO A CLOSER VIEW OF MANUELLA,

who looks off to the side of the road admiringly.

199 WE GO TO A VIEW BY THE SIDE OF THE ROAD.

There is a small rural fruit and flower stand. A young girl, her mother and a small boy are tending the stand.

200 BACK TO MANUELLA'S CARRIAGE.

She calls to the driver who stops the carriage. She looks towards the flowers and then up to Leonardo by her side, indicating the beautiful flowers. Leonardo quickly dismounts, goes to the flower stand, followed by a servant.

201 LEONARDO GOES TO FLOWER STAND.

takes flowers; sees beautiful basket of apples. Takes those, also another basket of fruit. Turns to servant indicating for him to pay for them. Servant starts forward to pay flower sellers as Leonard exits out of scene.

202 BACK TO CARRIAGE, SHOWING DUENNA, MANUELLA AND LEONARDO

as he enters to carriage. Tenderly places flowers in her lap. His hand touches hers in so-doing and lingers for a moment. We feel the electric current between them. The duenna reaches over and takes one of the apples, begins to eat in rather a common fashion. She is so busy with apple she does not watch Manuella and Leonardo in the following scene.

203 IN CLOSE VIEW LEONARDO AND MANUELLA.

Manuella admires flowers, then fruit. Pantomimes down towards the little basket of apples. Leonardo leans down so that their faces are very close together. As she puts her fingers on the fruit, smilingly she takes one of the apples from the basket. She polishes it with her handkerchief then looks at it again.

TITLE: "THOSE RED SPLASHES. LOOK. AREN'T THEY BEAUTIFUL?"

204 AS LEONARDO LOOKS CLOSELY AT IT

he unconsciously uses this excuse to be very near her.

205 WE COME TO A CLOSE VIEW OF THE APPLE.

Its polished surface shows what might be almost a dim reflection of Manuella's face, and might be an image of the erring daughter Eve, so faint however, as to make it seem more like the onlooker's imagination than any real image or symbol of any kind.

206 THEN TO THE DOUBLE VIEW OF THE TWO FIGURES,

and Manuella, whose face is in itself a temptation in its glowing beauty as she gives the apple to Leonardo, as though saying "This special fruit is for you." He takes it as a treasure, for so it has been made by the touch of her hands, gently from her. Looks into her eyes as he thanks her.

207 THEN TO A LONGER SHOT

as Leonardo steps away from the carriage and they move on. Leonardo looks after them for a short time, then quickly mounts his own horse. We DISSOLVE TO -

208 A CLOSE SHOT OF CATHOS

entering his hall near the dias, approaching his mother, standing with two others of his suite. Cathos sits uneasy in his finery. He is now dressed to meet Manuella - as though the garments for battle better fitted his shoulders. All the group look out towards the entrance.

209 LONG SHOT OF HALL.

Leonardo, Manuella, father, duenna and the train entering the hall, going towards the ducal chair. A little boy and girl in fancy garb go before them, dropping flowers. On each side are the retainers of the house of Cathos. There is admiration, smiles, etc. from the crowd. Then we DISSOLVE FROM THIS TO --

210 A CLOSER VIEW OF CATHOS

by the ducal chair, on one side, as Leonardo and Manuella enter into the scene on the other. She enters and pauses.

211 WE GO TO A CLOSE VIEW OF CATHOS.

He is deeply stirred by Manuella's beauty as he looks upon her.

212 THEN WE GO TO A CLOSE VIEW OF MANUELLA.

She raises her head and looks to Cathos. We see her face shadowed by her tremendous emotion, which she attempts to mask as she looks upon this man, seeming to her so terrible to look upon in comparison with Leonardo. It appears that all her world forevermore had fallen away from her as she realizes the future that is before her.

213 AGAIN TO A SEMI LONG SHOT.

Cathos turns to salute the others of Manuella's court.

214 WE COME TO A CLOSE VIEW OF MANUELLA,

her father standing by her side. He takes in the situation. Beneath an air of unconcern he whispers:

TITLE: "YOUR OWN PEACE OR THE LIVES OF YOUR PEOPLE, MANUELLA."

215 MANUELLA

turns fighting herself furiously and conquers. Indicates I understand, father. There shall be no drawing back.

216 TO A DOUBLE VIEW OF CATHOS AND MANUELLA.

Cathos turns to Manuella with all the tenderness possible for him to assume. He indicates that Fate has brought me a greater gift than I had even dreamed of in bringing you. Then realizes his own awkwardness, his years and lack of charm. He is assailed by a smothering fear as he indicates perhaps my years and personality are not what you with your youth might have expected.

TITLE: "IF THIS MARRIAGE DOES NOT PLEASE YOU YOU MAY RETURN TO YOUR OWN HOUSE AND HOPE SHALL BE THE WORSE."

217 WE COME TO A CLOSE VIEW OF MANUELLA

and see her trembling uncertainty.

218 THEN TO A CLOSE VIEW OF HER SHOULDER AND ARM,

and a hand that is close to her touches her elbow gently - the hand of her father.

219 WE COME TO A STILL SHOT.

Manuella concealing her real feelings, makes a slight gesture with her hand. Cathos extends his to her, indicating willingly, Manuella, or not at all. Manuella places her hand slowly in his as though to say it is willingly, mi lord. Cathos expresses his pleasure at this.

220 THEN TO A SHOT THAT EMBRACES THE GROUP.

Cathos goes to his brother, shakes his hand warmly. With a gesture to Manuella as though to indicate we three shall be happy here, and you must love your new sister.

221 TO A LONG SHOT OF THE PEOPLE

applauding, waving handkerchiefs - their exaltation over this marriage which should help to bring peace to everyone.

222 THEN TO THE GROUP.

Cathos turns from Manuella to greet her father. Manuella looks after him and instinctively shrinks near to Leonardo.

223 CLOSE VIEW OF MANUELLA AND LEONARDO.

Manuella speaks softly:

TITLE: "YOU WILL ALWAYS BE HERE, WON'T YOU, LEONARDO."

224 THEN TO A CLOSE VIEW.

Behind the chair the clown watching this byplay. He looks from one to the other and smiles malignantly.

225 WE COME BACK TO THE DOUBLE VIEW OF LEONARDO & MANUELLA.

Leonardo appears to re-assure her and comfort her, but we feel that he is frightened at the prospect before him.

226 THEN TO CATHOS AND THE FATHER -

behind Cathos' back the clown. Unobserved, he makes the sign of the cuckold and seems pleased at the whole affair. We DISSOLVE from this to -

287 THE GARDEN - EXTERIOR OF THE COURT.

The betrothal supper and celebration in honor of Manuella. On one side of the court or patio is a space set aside for dancing. Near by are the musicians. The dancing is now in progress. On the other side is Cathos, his mother and the Ambassador.

288 WE COME TO A CLOSE VIEW OF CATHOS

embracing his mother the Ambassador and two or three young girls standing behind them. The mother gestures to the dancing as if to question Cat as why he does not dance. He smiles in the direction of the dancing couples.

289 WE COME TO A SPACE SET ASIDE FOR THE DANCERS.

In a semi-close view we see Leonardo and Manuella dancing together.

230 WE COME AGAIN TO THE CLOSER SHOT OF CATHOS AND HIS GROUP.

He smiles with an indication of admiration towards the dancing couple, turns to his mother and takes a pull at his cigar, as though this sort of thing better fitted his talents.

231 WE COME BACK TO THE SAME SHOT OF MANUELLA AND LEONARDO.

They are now just finishing the dance.

232 THEN TO A CLOSE VIEW OF THE CLOWN.

half hidden in the foliage beside the platform. The clown gleefully watches the young couple.

232 THEN AGAIN TO LEONARDO AND MANUELLA

who exit from the place of the dancing.

234 THEN TO A SHORT FLASH OF CATHOS.

who has turned away from the dancers in conversation with the Ambassador and his group.

235 THEN TO A SECLUDED PLACE IN THE GARDEN, with lights around and the dancing square seen nearby. Leonardo and Manuella come on. Manuella is fanning herself and inconcerned, but we feel it hides great emotions beneath. They stop for a moment. Manuella cannot disguise the glow that is upon her face as she speaks:

TITLE: "HOW MARVELOUS IT WOULD ALL BE LEONARDO- IF - IF YOU WERE ONLY THE DUKE."

236 CLOSE VIEW embracing only the two.

Leonardo stops her with an attitude of protestation.

237 WE COME TO A CLOSE VIEW OF MANUELLA.

Her face expresses her disappointment. Manuella says:

TITLE: "YOU DON'T CARE FOR ME THEN, DO YOU?"

238 CLOSE VIEW OF LEONARDO FORGETTING HIMSELF.

He speaks to her almost fiercely:

TITLE: "I CARE TOO MUCH, MANUELLA, THAT IS WHY I MUST LEAVE YOU. YOU MUST BE FAITHFUL TO YOUR DUTY, AND I TO MY BROTHER'S TRUST."

239 WE COME TO A DOUBLE VIEW.

Manuella gives a little gesture of warning.

240 THEN TO A LONGER SHOT.

We see Manuella's duenna, a woman companion and a gallant of the court approaching. The gallant asks Manuella for the privilege of a dance, and they go off together.

241 DISSOLVE TO HALL INSIDE PALACE. SEMI LONG SHOT.

There is a door leading to the exterior on one side. To the right Leonardo is putting his cloak around him preparing to leave. As he gives his orders to his servant, Cathos appears on the other side of the room with another servant as if he had been sent for by Leonardo. They meet each other in the center of the room.

242 CLOSE VIEW embracing just the two figures.

Cathos pantomimes surprise at news of his brother's departure. Leonardo indicates he must go.

TITLE: "UNEXPECTED BUSINESS CALLS ME AWAY."

243 BACK TO CLOSE VIEW OF CATHOS.

He smiles in such a way as to indicate that the business is some love affair he has not heard of.

244 CLOSE VIEW OF LEONARDO, who shakes his head in a manner to indicate that it is not the right guess.

245 DOUBLE VIEW

with Leonardo putting out his hand in a gesture of good-bye as he starts to go. Cathos is still unable to understand the cause of his brother's departure.

246 CLOSE VIEW OF CATHOS,

who shows in his expression that he thinks he has discovered the truth of Leonardo's departure.

TITLE: "I UNDERSTAND, LEONARDO. YOU ARE AFRAID SHE WILL COME BETWEEN US."

247 BACK TO CATHOS

who indicates in a gesture how absurd this would be.

TITLE: "NO ONE COULD COME BETWEEN US."

248 DOUBLE VIEW.

Leonardo insists that he must go while Cathos protests:

TITLE: "WHY, LEONARDO, IT WOULD BE AN INSULT TO MY WIFE, AND ALL OF US IF YOU WERE NOT PRESENT AT THE WEDDING."

249 LEONARDO, seeing the impossibility of getting away, consents to remain.

250 DISSOLVE TO SEMI LONG SHOT OF WEDDING.

In the center are Cathos and Manuella before the priest. Leonardo is near Cathos. On one side at the edge of the circle is the clown.

251 CLOSE VIEW OF CATHOS AND MANUELLA.

The priest is nearing the end of the ceremony.

252 CLOSE VIEW OF LEONARDO.

He is standing in silent, terrible emotion, as he watches the ceremony.

253 CLOSE VIEW OF THE CLOWN

On the edge of the crowd, sardonically looking from Leonardo to Cathos.

254 SIDE SHOT OF MAID in group of servants watching ceremony.

255 CLOSE VIEW OF HER HANDS clutching convulsively.

256 CLOSE VIEW OF RAMON

in the group of servants who, while looking on, shows the same expression that he had before, "I must get married."

257 SEMI LONG SHOT OF CATHOS AND MANUELLA.

The ceremony has finished. Cathos turns towards the staring servants and remains standing nearby. He looks squarely towards the little group of maids.

258 CLOSE VIEW OF MANUELLA AND CATHOS

walking away from the altar.

259 CLOSE VIEW OF THE CLOWN.

Who, in a sardonic manner, is tying and untying a knot in a cord on his costume. As quickly as it is tied he unties it.

260 DISSOLVE TO CATHOS

Opening the door of their wedding chamber. He and Manuella pass through. The door is closed behind them.

261 SEMI VIEW OF A SECLUDED CORNER OF THE HALL DOWN-STAIRS .

Leonardo is in the foreground, his cloak around him. We feel his burning, restless greed.

262 CLOSE VIEW OF LEONARDO SHOWING HIS UPLIFTED FACE.

263 BACK TO SEMI LONG SHOT OF LEONARDO.

He pauses for time, then goes back upstage to the door as if to leave. He walks very rapidly as tho with strong determination. At the portal of the door, however, he stops as if unable to drag himself from the house.

264 SEMI LONG SHOT OF THE BEDCHAMBER OF CATHOS, which is very dimly lighted. Near the bed is an open door leading into Manuella's apartment, through which a light is streaming. On the bed is the dimly illumined figure of Cathos with a light dressing gown around him. He is watching the door near the bed, looking into Manuella's apartment.

265 SEMI CLOSE VIEW OF CATHOS.

He calls to Manuella, looking towards the door.

266 SEMI LONG SHOT AS MANUELLA ENTERS THE BEDCHAMBER from her apartment. She is attempting to suppress her agitation. She pauses at the door.

267 CLOSE SHOT OF CATHOS.

He is looking towards Manuella in an attitude of expectancy, indicating that she should come to him.

268 SEMI LONG SHOT.

Manuella leans towards Cathos. Then, looking towards Manuella in an attitude of interest, then looking towards a small musical instrument on the table nearby, she goes to the table, takes up the instrument and goes towards the bed. She places a stool beside the bed, sits down and begins to play as though singing softly to Cathos.

269 SEMI LONG SHOT OF HALL DOWNSTAIRS.

Leonardo is discovered still leaning against the door. Brokenly, he turns from the doorway and comes back into the room. Listlessly he drops the cloak from his shoulders onto a chair at his side.

270 CLOSE VIEW OF CATHOS AND MANUELLA.

She is still singing and playing to him.

271 CLOSE VIEW OF CATHOS.

He is watching her with an amorous but slightly puzzled expression as she sings.

272 SEMI CLOSE VIEW OF CATHOS AND MANUELLA.

We see that Manuella is a strange but beautiful figure in her think night robes. Cathos on the bed draws a little nearer to her. Manuella finishes her singing.

273 CLOSE VIEW OF MANUELLA

Showing her hesitatnt mood and her face wracked with conflicting emotions. She looks towards Cathos. Pity shadows her face for she has now discovered the great heart and soul that are one part of the strange nature that is in the uncouth body of her husband.

274 SEMI LONG SHOT.

Manuella tremblingly rises, looks into Cathos face, thinking to escape back to her apartment. She leans over him as if knowing that something is expected of her. She kisses Cathos as she might a father or a child, lightly.

275 CLOSE VIEW SHOWING JUST FACES OF THE TWO.

Cathos is still puzzled as Manuella, breathing a soft goodnight, turns to go. Cathos' eyes go up and down with all this fragrant beauty as she turns away.

276 SEMI LONG SHOT.

Cathos' great hand goes out to stay her. It seizes her wrist and pulls her with a strong but tender passion towards him. She submits to him as one in a subdued dream. Cathos' other arm goes around her waist. He looks up towards her from his position on the bed. Then his two arms like a gigantic vise, clutch her figure close, closer, as we FADE AWAY.

277 FADE ON TO BARRACKS OF THE CASTLE, AND A TIME ELAPSED.
There is a guard house before the barracks and one or two officers are standing before the guardhouse. A messenger comes on very rapidly to the Captain of the Guard, saluting. He delivers his message, the Captain returns the salute of the messenger and speaks rapidly to two of the officers at the guard-house. They return his salute and go to the stables as though prepared for action. Through the open door of the barracks can be seen soldiers preparing horses, caddling, etc.

278 LONG SHOT INSIDE HALL OF CASTLE.

There are several groups in great excitement, one near the doorway leading to the exterior, another in the back and around the dais of Cathos is still another group.

279 CLOSE VIEW OF THE GROUP AT THE DOOR.

A messenger is talking with great earnestness to the group.

280 CLOSE VIEW OF MESSENGER, talking:

TITLE: "LEAVE IT TO CATHOS, HE WILL SETTLE THE SEDITION QUICKLY ENOUGH."

281 SEMI LONG SHOT OF GROUP NEAR THE DAIS.

Cathos' mother and Manuela are here, Manuela is helping Cathos to buckle on his sword.

282 SEMI LONG SHOT OF DOORWAY

On one side of which is the group of people just shown. Leonardo enters quickly in hunting costume, he stops in surprise, looking on at these preparations. Then he goes quickly to the first group. They begin to gesticulate, telling him of the sedition that Cathos is preparing to attempt to settle.

283 SEMI CLOSE VIEW OF MANUELA.

We know that she has seen Leonardo. She turns from him as if in fear to Cathos.

284 DOUBLE VIEW OF CATHOS AND MANUELA.

She implores Cathos not to leave her. Cathos laughs at her fears as if to say:"It will not take me long to finish these outlaws- and then I will return to a long, long peace," He looks at her with tremendous passion and embraces her, soothing her fears. He kisses her warmly, holfing her in his arms and gloating on all that beauty which is his.

285 SEMI LONG SHOT OF THE GROUP.

Here are the clown and Ramon. Ramon is in tremendous excitement over the preparations for the battle. He is buzzing from one of the rough soldiers to the

(cont'd)

285 (cont'd)
other. One of the gates him a well directed kick. He stumbles away from him and falls back to where the clown is standing. His back is to the clown. The clown deliberately touches his rear with the point of his boot. Roman with a scream leaps high in the air, striking out with one hand at the same time. He goes off in great indignation.

286 SEMI LONG SHOT OF THE GROUP

where are Cathos, Manuella and others. Leonardo is hastily approaching Cathos. He indicates to Cathos that he must go with him.

287 CLOSE VIEW OF CATHOS AND LEONARDO.

Leonardo indicates that he must go with him but Cathos protests, saying: "No, you must stay and guard my castle until me return."

288 SEMI CLOSE VIEW

Cathos pantomimes to his brother, looking towards Manuela.

289 CLOSE SHOT OF MANUELA

Who is watching the two, strangely troubled as if fearing the guardian more than other dangers that might occur.

290 DOUBLE VIEW OF CATHOS AND LEONARDO.

Cathos looks trustfully to Leonardo, saying: "I know, Leonardo, your dagger woulf bring death to any one that threatened my wife in any way, as quickly as would my own."

291 CLOSE VIEW OF THE TWO THUS STANDING.

292 CLOSE VIEW OF THE CLOWN, sarcastically grinning in the direction of Cathos and Leonardo.

293 SEMI VIEW OF CATHOS.

He bids his last good-bye to Manuela and Leonardo as he exits out of the scene. We hold this for a time. Leonardo and Manuela are standing rather close together, looking off after Cathos.

294 SEMI CLOSE VIEW OF PORTALS OF THE DOOR.

The clown is standing to one side. Cathos passes him going out of the door. The clown touches him, looking back at Leonardo. Cathos stops and looks at him inquiringly. The clown speaks: "You'd better take hi too, my master." Cathos thrown him roughly out of the way, turns and exits quickly with his men.

295 SEMI CLOSE VIEW OF MANUELA.

She drops into a chair, looking off with a wondering and perplexed gaze after Cathos. Leonardo is standing near at hand, watching her.

296 SEMI CLOSE VIEW OF CATHOS AT BARRACKS mounting his horse.

297 LONG SHOT - showing Cathos at the head of his men.

as they ride away.

298 WE FADE

TO A SECLUDED CORNER OF THE HALL -

A place set aside for the intimacy of family life.

299 A SECLUDED CORNER OF THE HALL - a place set aside

for the intimacy of the family. Manuella is seated by a table, reading. A lamp is being lighted by Manuella's maid at the back.
Cathes' mother is standing on the other side of the table opposite Manuella, untying a package. Leonardo enters and stands watching Manuella. Manuella looks up to Leonardo.

300 CLOSE FIGURES OF MOTHER AND MANUELLA AT TABLE.

The mother puts before Manuella the contents of the package - one small parcel of dainty embroidered handkerchiefs - another is a basket of fruit - a divided basket with peaches on one side and scarlet apples on the other. The mother speaks:

TITLE: "FROM YOUR LITTLE SISTER."

301 MANUELLA TURNS from Leonardo, and as her hand goes on the basket, we see a tender memory of the little sister at home comes upon her face.

302 SEMI VIEW.

The mother gives an order to the maid and goes out of the scene.

303 CLOSE VIEW OF LEONARDO -

showing him trying to fight temptation to magnetize her by the steadied look in his eyes.

304 SEMI VIEW.

He starts towards Manuella as though to declare his love. Conquers himself, stops, looks out through the window.

305 IN THE COURTYARD

is seen several servants, holding hunting dogs.

306 THEN LEONARDO

speaks softly to Manuella, indicating he is going to the hunt - anything to get away from the terrible temptation before him.

307 CLOSE VIEW OF MANUELLA.

She is trembling with her emotions - hoping that he will approach - hoping he will go. Desire goes through her body and trembles in the small fingers pretending to be busy with the leaves of the story of Laucelot and Gwinevere - the story of an olden time, of a friend faithless to his best friend on account of his love for his friend's wife.

308 SEMI VIEW.

Leonardo still wavering. He moves close to Manuela.

309 VIEW OF THE TWO FIGURES.

We feel that they are about to weaken into each other's arms. Then Manuella's hand falls on the little gift from her sister. She gently shakes her head, they must not yield.

310 DOUBLE SHOT.

Leonardo pulls himself together, draws his cloak around him, gestures he is going away for the hunting. Goes out the door.

311 CLOSE VIEW OF MANUELLA --

lo ka ground, sighs a troubled sigh. Looks tenderly at the little gifts as though hanging their support in her battle.

312 FULL FIGURE OF MANUELLA.

She has a li tle scarf over her shoulders. Being alone, she drops this back on the chair. She is now in an underdress common to the period, a thin strap coming over her shoulder which crossed in a diamond shape between her breasts, showing a little of its lovely and tempting contours. Seated in a high chair she puts her feet on a high cassock before her and in the mood of sorrowing love reads, weeping as she reads.

313 WE COME TO LEONARDO IN THE GARDEN,

the lighted window of the house behind him. SEMI-LONG SHOT. He sends the servants on ahead, then follows. Then stops, looks back toward the lighted window toward Manuella, turns and goes back toward this window.

314 CLOSE VIEW OF MANUELLA,

the book dropping from her hand. We see in her expression she is dreaming of Leonardo.

315 AGAIN TO THE SAME SHOT AS BEFORE, OUTSIDE.

When near to the window, Leonardo stops, turns and goes back again as though to the hunt. Again he pauses, looks back to the window. Then temptation is too much for him. He calls out to the servants.

316 FLASH TO SERVANTS

with hunting dogs. They stop. Hello back as though some distance away from Leonardo.

317 AGAIN TO LEONARDO,

coming in to another scene with foliage background. He calls to the servants:

TITLE: "IT IS A BAD NIGHT FOR HUNTING - TOMORROW WILL BE BETTER."

318 THE SERVANTS RECEIVE THE ORDER,

change their direction and exit off, gladly, the hunting being more work than play to them.

319 TO LEONARDO

coming into the scene with lighted window as b.g. Then quickly, with impatient steps he goes towards the house where is Manuella.

320 CLOSE VIEW OF MANUELLA.

She looks at the book, starts to read. Then as though unable to concentrate, places it on the table, turns as though hoping for Leonardo. WE DISSOLVE TO

321 A SEMI CLOSE VIEW.

Small full sized figure, showing him in the room approaching Manuella, cautiously, like a thief which indeed he is. He comes to a stop near Manuella, before she realizes he is in the room. She turns, half paralyzed with hope and fear. Inadvertently the folds of her dress expose something of her bosom, and also the slim curves running from the ankle to the knee. Leonardo looks at her, half out of his mind with passion.

322 WE COME TO A CLOSE VIEW OF MANUELLA,

looking at him.

323 CLOSE VIEW

of Leonardo.

324 THEN TO THE DOUBLE VIEW OF TWO FIGURES.

Manuella suddenly realizes the scarf has been put away and pulls it around her. Leonardo drops in the chair close to her. Without a word they sit and look at each other. We feel through this long terrible silence as they sit thus eagerly devouring each other, all atremble with desire, that they are true in action only. In their hearts they both have already sinned.

325 WE COME TO CATHOS AT THE DISTANT SCENE OF CAMPAIGN.

He is directing his aids in the laying out of the tents and preparations for the campaign. It is on a high spot on the edge of a pass, commanding the distant plains.

326 CLOSE VIEW OF CATHOS

with his second in command and aids behind him.

327 TO THE SMALL HALL OF THE PALACE OF CATHOS.

Night time.

328 TO THE DOORWAY OF THE APARTMENT

of Cathos' mother. In the light coming from the apartment, Manuella is seen bidding her goodnight. The mother suddenly struck as though by the wan appearance of Manuella, softly caresses her face, guessing the cause and speaks:

TITLE: "DO NOT TROUBLE CHILD - CATHOS IS ALWAYS VICTORIOUS AND WILL SOON RETURN."

329 The mother bids her goodnight with an unusual show of affection. The mother closes the door and Manuella goes out of the scene down the hall.

330 LONG SHOT VIEW OF THE GREATER HALL.

Short flash.

331 TO A WINDOW INSET

from this hall so secluded that one at the window would not be observed from the main hall. The window is wide and high. There is a view of curving trees through the window on which is moonlight. A soft night light falls through. In the corner of this recess is the figure of Leonardo. He seems warm and fatigued from his struggles.

332 SEMI SHOT OF THE HALL NEAR THE WINDOW.

Manuella, passing down the hall, comes to the recess, stops seeing Leonardo.

333 CLOSE VIEW OF LEONARDO.

He lifts the dead cigar to his lips. Seems unconscious that it is not lighted, and drops it down again.

334 SEMI SHOT, MANUELLA ANDLEONARDO.

With an attitude of pity she goes into the recess to the other side of the window.

335 CLOSE VIEW OF MANUELLA.

She makes a gesture indicating her pity for Leonardo. "You must not suffer like this."

336 TURN TO A DOUBLE SHOT

showing Leonardo and Manuella looking at each other.

337 TURN TO A LONG SHOT OF THE HALL.

Near the camera on the other side of the hall are curtains. The clown slowly pulls back these curtains, looking down the hall toward the window inset. He cannot see what is going on there, but we know by his attitude that he knows who is there. He peers down, waiting and listening. He has a musical instrument in his hand, the strings of which he pretends to be tightening as he watches.

338 DOUBLE SHOT OF THE WINDOW RECESS.

Manuella moves a little towards Leonardo. Leonardo moves a step forward towards Manuella.

339 CLOSER VIEW OF MANUELLA,

all love and desire as she speaks:

TITLE: "WE MUST BE TRUE."

340 CLOSER VIEW OF LEONARDO

as he murmurs an assent. The desire on his face takes place to stern determination as he speaks:

TITLE: "HE IS MY BROTHER."

341 AGAIN TO THE CLOWN - CLOSE VIEW.

He steps forward two steps and then as though afraid of being caught, stops, listening, watching. He is too far away, however, to hear distinctly what is being said, or to see what is being done.

342 CLOSE VIEW OF LEONARDO.

The sternness dies off his face and changes to one of uncontrollable passion as he moves out of the insect.

343 DOUBLE SHOT.

They are now drawing very near to each other, still closer they come.

344 CLOSE VIEW SHOWING BOTH FACES.

Manuella turns away from him with the same gesture as before, "We must be true." Then Leonardo's lips touch her hair as he murmurs his love. Her resolution breaks. They tremble here for a moment and then go swiftly into each other's arms, as though all their love went from one to the other in this embrace.

345 TO THE CLOWN DOWN THE HALL,

slowly tip-toe another short distance.

346 DOUBLE VIEW OF MANUELLA AND LEONARDO.

Leonardo speaks:

TITLE: "WHERE CAN I TALK WITH YOU.
I CAN'T STAND IT ANY LONGER -
THERE IS SO MUCH I WANT TO SAY."

347 CLOSE VIEW OF MANUELLA.

She speaks:

TITLE: "IF WE ARE CAUGHT -- THEY WILL
KILL US AND WE WILL BURN IN
EVERLASTING HELL."

348 CLOSE VIEW OF LEONARDO.

He speaks:

TITLE: "WHAT DIFFERENCE WOULD THAT MAKE IF YOU WERE THERE."

349 To Manuella as though a great light had come to her. She speaks:

TITLE: "OUR SINS ARE BOTH THE SAME. WE WOULD BE TOGETHER IN THE PUNISHMENT, WOULDN'T WE?"

350 Then almost as though this settled the matter, all smiles and trembling joy she whispers to him. He nods assent. She disengages herself and bids him, as though for a blind, a casual goodnight. She goes back into the hall and on down to her room.

351 We come to the clown in the dark part of the hall, who steps quickly back behind to his place of hiding in the curtains.

352 SEMI LONG SHOT.

Leonardo enters down the hall.

353 CLOSE VIEW OF CLOWN

accentuating the gleam of his eyes behind curtains, watching.

354 THEN SEMI SHOT OF LEONARDO

passing curtains.

355 INTERIOR OF MANUELLA'S APARTMENT.

Through the open door is seen the bedroom, LONG SHOT. This is reversed shot. This is her little private boudoir, her sleeping apartment being beyond the dressing room adjoining the boudoir. She gives her scarf to the waiting maid and passes into the dressing room, through which we see her bed.

356 WE GO TO LONG SHOT OF THE GARDEN

at the end of which we see the lighted window of Manuella's apartment.

357 CLOSE VIEW OF WINDOW.

The clown approaching window. It is a night of summer A secluded nook. The clown pretends to be preparing his instrument as though for a serenade in case he is seen. He comes cautiously to the window. This is slightly raised. He attaches two ravel threads one t each side of the curtains inside the window. They ar now partly open. He places the threads so they go unobserved beneath the vines along the sill. Looking through, he sees the room is empty. Slowly lowers the window so that it rests on the vine and still leaves the window up enough to work the threads. Ther goes quickly by with an air of unconcern out of the picture.

358 SEMI LONG SHOT OF THE INSIDE OF THE TENT OF CATHOS.

He is seated before a rough table. His papers and plans of battle are before him.

359 CLOSE VIEW, PROFILE.

He is placing two little miniatures, one on each side of the table. He looks at both of them with rough tenderness.

360 Close view of one of these miniatures and see that it is Leonardo.

361 Close view of other and see it is Manuella.

362 Semi view showing side of tent and Cathos directly opposite. The flap of the tent is open. Cathos turns from the miniature and looks as though dreaming of some past event. As he does this a little wind stirs the curtains of the tent. It moves the miniature of Manuella, that trembles for a moment and falls on the table; as this miniature has been placed on the side toward the open curtain the wind naturally blows in such a way as to drop it towards Leonardo.

363 Close view of Cathos who turns in a thoughtful mood and places Manuella's miniature back in its original position.

364 SEMI LONG SHOT

Manuella's boudoir. The maid is just leaving the room. Manuella goes to a small lamp that is on the table. Hiding her emotion underneath a casual manner she takes the lamp and goes towards the window where the curtains are still pulled back.

365 We go to Leonardo in the garden, pacing up and down. We see the garden is silent in the late night. As he walks he does so in such a manner as to keep the apartment of Manuella constantly under his eyes.

366 SEMI LONG SHOT

Of Manuella's apartment. The window on one side is near end of room. Manuella stops before the window for a short time with lighted lamp in hand.

367 We go to Leonardo. He sees the awaited signal, turns as though away from it in a manner casual, touched with hurried impatience and goes back towards the house.

368 SEMI CLOSE VIEW OF MANUELLA

Who places the lamp on the table, goes to curtains, closes them and waits.

369 Then to the figure of the clown in his secluded hiding place in the garden; watchfully he leaves his hiding place and goes towards the window.

370 Then to the hall outside of Manuella's apartment. Leonardo, in a very careless manner stops at the door and gives a light knock. He has a parchment in his hand. The door opens and he enters cautiously.

371 Manuella's boudoir. Manuella softly turns the key.

372 SEMI LONG SHOT OF HER APARTMENT

They come to a couch by the table and they sit there side by side. He indicates the parchment as though to say in case of accidental discovery it could have been an important matter of business that brought him there this time of night, for after all, she is the mistress of the house.

373 CLOSE VIEW OUTSIDE OF HER APARTMENT WINDOW.

The clown, slowly, cautiously so that the curtains cannot be seen to move, so imperceptible is the action, pulls on the ravel threads.

374 CLOSE VIEW

Double figure of Leonardo and Manuella still talking in breathless whispers, still a little apart, as though afraid to touch one another.

375 Then to the clown outside, back view. Through the narrow opening of the curtains he can now see inside the apartment.

376 CLOSE VIEW OF LEONARDO AND MANUELLA

Their reserve breaks down. Manuella goes close in his arms, all happiness and joy. For a time it seems they would never have enough of soft words and endearments.

377 CLOSE VIEW OF THE CLOWN OUTSIDE

Showing his malignant joy.

378 CLOSE VIEW OF MANUELLA AND LEONARDO

As her head snuggles closer into his shoulder. They hold each other tightly.

379 SEMI VIEW OF CLOWN OUTSIDE

Exits from scene with cautious rapidity. We DISSOLVE from this to --

380 SEMI LONG SHOT

of Clown mounting a horse and galloping off into the night.

381 CLOSE VIEW

of smaller window from outside. We see a maid in her sleeping garments, her head down, as though love dreaming. We DISSOLVE from this to --

382 Sun dial, the marker showing early afternoon. We DISSOLVE from this to --

383 LONG SHOT OF THE TENTS OF CATHOS

The clown gallops up to the tent of Cathos and dismounts hurriedly.

384 CLOSE VIEW, FULL SIZED FIGURE

The clown is stopped by the guard at the entrance of the tent.

385 FULL VIEW INSIDE OF TENT

Guard delivering message from the clown to Cathos. Cathos gestures to the guard an assenting gesture.

386 Guard comes to outside of tent.

387 INTERIOT OF TENT

Clown enters hurriedly. Clown is highly excited with malignant joy.

388 CLOSE VIEW EMBRACING TWO FIGURES

Cathos indicates with inquiring gesture what has brought him here in such a state. Clown looks around to the officers and attendants. Cathos also looks, gestures to officers and attendants.

389 FULL VIEW OF TENT

Showing officers and attendants leaving.

390 EXT. OF TENT.

The second in command stops close to entrance as though he feared some evil for Cathos.

391 INT. OF TENT

Full sized figures of clown and Cathos. The clown makes much of this opportunity. Conquers his excitement, starts to tell Cathos his news, then shakes his head as though to say, "No, no, after all I was wrong. I cannot". Turns partly away. Cathos gestures to know what it is all about. The clown again makes a move as though to speak and then again as though he couldn't bring himself to tell the news. Cathos in a sterner gesture commands him to put away this nonsense - "What is it all about?"

392 SEMI LONG SHOT

The clown pretending to weep, pantomimes "I cannot, master, I cannot". Turns from Cathos. As he does, he sees the two miniatures that are on the table behind them. Stares at them fixedly.

393 CLOSE VIEW OF CATHOS

Who calls to him commandingly to speak.

394 SEMI LONG SHOT

Whily Cathos watches the clown fixedly, he goes to the table, pretends to admire the beauty of the miniature of Manuella. Then he looks at the one of Leonardo in meditative silence. Cathos moves close to the side of the clown by the table. Then the clown draws to the other side of the table as though to be at a safe distance. Then slowly, meaningly moves the miniature of Manuella until it is by the side of Leonardo and the faces of the two are together. Then turns to Cathos.

395 CLOSE VIEW OF CATHOS

We see by his expression he begins to get the drift of what the clown has to say.

396 SEMI VIEW

Showing clown and miniatures. With a tremendous gesture the clown indicates the two together.

397 CLOSE VIEW

Of the clown as he speaks:

TITLE: "MY SWEET CATHOS, THEY ARE BOTH FALSE TO YOU -- BOTH".

398 CLOSE VIEW OF CATHOS

Looking at him with an attitude of scorn.

399 CLOSE VIEW OF THE JESTER

Indicating "I swear it, my lord".

400 VIEW EMBRACING BOTH FIGURES.

Cathos' attitude has not changed. The clown pantomimes, "Go, go and see for yourself". Then Cathos, with a gesture of contempt and terrible anger, starts toward the clown. The clown draws back and attempts to escape, screaming out in terror. Cathos is between the clown and the exit from the tent. The clown runs first to one side and then the other, pursued by Cathos.

401 CLOSE VIEW OUTSIDE OF TENT

Showing second in command turn as though he heard the excitement inside the tent.

402 SEMI LONG SHOT OF TENT INSIDE

Cathos seizes the clown, throws him against table, with one hand clutching his throat.

403 CLOSE VIEW OF CLOWN

Showing eyes popping almost out of his head - with a terrible hand at his throat.

404 DOUBLE VIEW, CLOWN AND CATHOS

Cathos reaching for his dagger. He finds it.

405 SEMI VIEW

As he begins to raise dagger, the second in command rushes on. His protest brings Cathos' temper under control. Second in command indicates"he is not worthy of your steel, Cathos". Then Cathos comes to his ~~xxxxx~~ senses, jokes the matter of casually indicates silence to the clown.

406 LONG SHOW SHOWING ENTRANCE TO TENT

Cathos with a well directed kick sends the clown sprawling out of the tent.

407 VIEW DOUBLE FIGURES, CATHOS AND SECOND IN COMMAND

Short flash. Cathos indicates some unusual impertinence - nothing of importance. Second in command, with an air of unconcern, takes puff at his half smoked cigar. They start to table, going over plan of action on maps as ~~k~~ though nothing had happened.

408 SEMI CLOSE VIEW OF ROUGH TABLE

The clown being seated, the camp cook is serving him food and drink. Behind the clown we can see the tent of Cathos. The clown has placed himself in such a position that he can watch this tent.

409 INSIDE OF TENT OF CATHOS

Cathos gives the second in command his orders and exits through the partition into his own tent adjoining.

410 SEMI CLOSE VIEW OF CATHOS

At the side of the table where are the two miniatures. Cathos looks at them. They are still close together where the clown had left them. As he looks, we see jealousy begin to see him. He separates them.

411 CLOSE VIEW OF HIS FACE

As he looks and see his jealousy flaring.

412 SEMI VIEW

He turns impatiently away as though trying to throw it off.

413 We come to the clown eating and drinking, his back to the camera. We see by his attitude that he is watching the tent.

413-A Front view of the clown, never taking his eyes off Cathos' tent as he eats and drinks.

414 CLOSE VIEW INSIDE THE TENT OF CATHOS

We see that he is terribly troubled in his jealousy. He takes up the two miniatures with an air of decision, puts them in the pocket of his coat. Then he calls to the tent of the second in command. The second in command enters quickly.

415 CLOSE VIEW OF CATHOS AND SECOND IN COMMAND

Cathos speaks:

Continued

415 CONTINUED

TITLE: "OUR PLANS HAVE ALL BEEN ARRANGED.
NOTHING CAN HAPPEN BEFORE TOMORROW,
BY WHICH TIME I SHALL RETURN".

416 CLOSE VIEW OF CATHOS

Who smiles meaningly.

417 DOUBLE VIEW

The two figures, close together. Cathos speaks confidently to the second in command to the effect--

TITLE: "I AM NEWLY MARRIED -- YOU UNDERSTAND".

418 The second in command grins in response to the attitude of Cathos.

419 SEMI VIEW

Cathos calls to outside the tent. An aid enters. Cathos orders him to prepare the horses and escort

420 CLOSE VIEW OUTSIDE TENT

Aid comes on and exits quickly, as though carrying out orders.

421 CLOSE VIEW OF CLOWN.

Now finishing his meal. We see he has observed this action and is smiling triumphantly.

422 Come to second in command alone in the tent looking out through the open flap. Then DISSOLVE TO

423 SEMI LONG SHOT OF CATHOS

mounting his horse, the clown close behind him. Then gallops off, followed by his escort.

424 SEMI LONG SHOT IN THE PALACE OF CATHOS,

the place used as a sitting room before shown. We discover the old mother at work with her sewing. Manuella is softly strumming on a small guitar. Leonardo is seated at the table, a book before him. He is smoking. He has a small piece of paper in one hand. He looks at this.

425 CLOSE VIEW OF LEONARDO.

Then he looks down again at the message in his hand.

426 SEMI LONG SHOT

embracing the group. Leonardo rises as though to show Manuella the message. At the same time the mother lifts her head. Leonardo assumes a casual attitude. Turns to the open book on the table, turns a page as though with renewed interest.

427 CLOSE VIEW OF CATHOS,

his horse at a casual gallop.

428 TO STILL CLOSER VIEW OF CATHOS' FACE.

It is set in a terrible determination to discover that which he most of all fears to know.

429 AGAIN TO THE GROUP.

The mother, Manuella and Leonardo.

430 CLOSE VIEW OF MANUELLA

strumming gently. She seems to be softly singing, not looking at Leonardo.

431 CLOSE VIEW OF LEONARDO.

We feel that he is drinking in the casual love song that drops from Manuella's lips.

432 AGAIN TO CATHOS,

showing both rider and horse. He is now some distance ahead of his men.

433 CLOSE VIEW OF CATHOS ON HIS HORSE.

His hand moves inadvertently down to his belt. He shifts the dagger in his sheathe. He raises the hilt in his hand. He seems to speak to the dagger:

TITLE: "YOU WERE LEONARDO'S GIFT, BUT IF --
HE WILL DIE BY YOU TONIGHT."

434 TO THE GROUP IN THE WAITING ROOM.

The mother turns to her work basket which is on one side, searching for thread. Leonardo seizes his opportunity. He goes casually by Manuella, holds his hand so as to be unseen from the other side of the table close to Manuella. She looks at the little message in his open palm. She nods her head in assent.

435 CLOSE VIEW JUST EMBRACING THE TWO FIGURES.

Leonardo closes the note in his hand - goes casually off. We DISSOLVE from this to -

436 LONG SHOT, NIGHT SCENE

at the barracks of Cathos.

437 CLOSER VIEW,

Cathos dismounting. He turns to followers in good-natured rough soldierly manner indicating go your way and have a good time. Drink and be merry for tomorrow you will fight again.

438 CLOSE VIEW OF SMALL GROUP OF SOLDIERS.

Rough merriment from one to the other. "We can do t all right enough."

439 SEMI LONG SHOT,

Cathos bidding them a cheery, smiling goodnight and striding off out of the scene, followed by the clown.

440 TO A SECLUDED PLACE NEAR THE HOUSE.

The clown and Cathos enter. Clown pantomimes, pointing to house, indicating where he can observe what is going on inside from a point of safety. Cathos sternly dismisses clown and with a forboding expression, strides quickly off.

441 LONG SHOT OF GARDEN, CASTLE IN B.G.

One or two lights go out in the rooms of the castle, leaving only Manuella's and one other light visible.

442 SEMI SHOT OF HALL OUTSIDE MANUELLA'S APARTMENT.

Manuella's maid comes out of her apartment, crosses down hall.

443 CLOSE VIEW INSIDE MANUELLA'S APARTMENT.

Manuella unlocks the door as though for Leonardo.

444 CLOSER VIEW OF MANUELLA.

An expression of repentance comes upon her. She determinedly locks the door again as though barring Leonardo out.

445 TO HALL, LONG SHOT.

Curtains close to view. Manuella's maid starting through curtains. When half way through she stops, turns, peeks down the hall as though spying in a manner not unusual to servants, suspicious of what her mistress may be doing.

446 TO LEONARDO, FULL SIZED FIGURE

at the portals in the garden near the entrance of the house. Manuella's apartment in the b.g. Leonardo wears a troubled air.

447 TO OTHER SIDE OF THE GARDEN.

In a secluded place Cathos, watching the windows of Manuella's apartment in the b.g.

448 AGAIN TO LEONARDO,

also watching.

449 SEMI CLOSE VIEW,

Manuella by table upon which is a lighted lamp. Manuella takes up the signal lamp in her hands, starts to window, stops, the better part of her wins the struggle. She turns and sets the lamp down again.

450 EXTERIOR CLOSE VIEW OF CATHOS

watching the window.

451 CLOSE VIEW,

Leonardo near portals, anxiously waiting.

452 SEMI VIEW,

Manuella looking from her position near table out the window, through which we feel from her attitude, in her mind she sees Leonardo. She turns to the table, takes up the lamp, and walks in a manner of studied indifference by the window.

453 SEMI VIEW OF LEONARDO

seeing the signal. He turns and quietly and casually enters the house.

454 SEMI CLOSE VIEW OF CATHOS.

He rises from his secluded position. His hand unconsciously touches his dagger. He goes with deadly determination towards the window.

455 CLOSE VIEW OF FOLIAGE.

The face of the clown goes grinning by, seen through the foliage.

456 SEMI LONG SHOT OUTSIDE MANUELLA'S APARTMENT.

As Leonardo approaches the door, his eyes fall on a painting on the wall, dimly illimined by a lamp. Leonardo stops, looks up at the painting.

457 CLOSE VIEW OF PAINTING.

It is of Leonardo and his brother sitting with their arms around each other, close together.

458 CLOSE VIEW OF LEONARDO.

It seems to Leonardo that the eyes of both himself and his brother are looking appealingly towards him. There is a revulsion against the thing he is doing, and a wave of repentance comes over his face.

459 SEMI VIEW

showing Leonardo near the door leading into Manuella's apartment.

460 SEMI VIEW INSIDE MANUELLA'S APARTMENT.

Manuella is reaching for the key she has put away after looking the door in a previous scene. She takes the key and goes quickly to the door. Cautiously unlocks it.

461 CLOSE VIEW.

Manuella's hand turning key.

462 SEMI VIEW HALL.

Leonardo indicates he has heard the unlocking of the door. He is unable to resist the temptation and starts to the door.

463 SEMI CLOSE VIEW OF MAID

concealed in curtains, watching. Another maid, the mysterious one we have seen before, comes from out of the other room, passes by Manuella's maid. Manuella's maid stops her; with an air of giggling delight indicates down the hall to Manuella's door. The maid that has just entered has her back to us, and as usual we do not see her face. They both look down the hall.

464 CLOSE VIEW.

Door leading into Manuella's apartment. Leonardo going quietly through doorway.

465 CLOSE VIEW OF TWO MAIDS.

Business in pantomime so that's the way it goes, from Manuella's maid to the other. The other maid now leaves. Manuella's still stands as though tempted to get closer and discover just how things are going.

466 CLOSE VIEW.

Exterior window of Manuella's apartment. Cathos is gently drawing back the strings. View through small opening of parted curtains. Manuella so lighted as to show her radiant beauty to its fullest extent.

467 CLOSE VIEW OF CATHOS.

His expression shows that he can hardly believe she would be capable of the falseness imputed to her.

468 VIEW THROUGH PARTED CURTAINS.

We see Leonardo enter into the scene.

469 INSIDE APARTMENT, CLOSE VIEW

showing both Leonardo and Manuella. They are in a wavering, troubled mood, and at first both assume a formal air.

470 CLOSE VIEW CATHOS

watching. After all this is not her bedroom. There is nothing criminal in her receiving Leonardo here.

471 INSIDE MANUELLA'S APARTMENT, SAME VIEW AS SCENE 469.

As Leonardo talks in a subdued and tremulous manner, he holds the parchment in such a way as to indicate their conversation is concerned about hwat is written on the paper.

472 CLOSE VIEW OF CATHOS.

Deceived by their formal mood, he moves, starting to leave the window, stisfied of their innocence. Suddenly stops, looks back again.

473 SEMI VIEW OF APARTMENT.

Leonardo watching the troubled, anxious face of Manuella. Draws nearer, seats himself close by her side on the couch. They look at each other.

474 OUTSIDE, BACK VIEW OF CATHOS

watching.

475 Manuella'a apartment, close view. Leonardo gently takes Manuella's hand in his own. He looks at it. He kisses softly each finger and the palm. Manuella goes softly and clingingly into his arms.

476 CLOSE VIEW CATHOS' FACE

grim and terrible.

477 SEMI VIEW CATHOS' HAND

drops on the weapon at his belt, takes it out of its sheath, turns to perform the deed.

478 PAN CAMERA

following Cathos.

479 WINDOW OUTSIDE ANTE-ROOM

that adjoins Mamella's apartment is lightly curtained.

480 SEMI CLOSE VIEW OF CATHOS,

also showing window. Summer wind stirs the curtains back slightly. Through the window we see in the ante-room our maid. Her dress is slipped down to the waist. She is just in the act of pushing the cap back off her head. As she does this her curls fall around her shoulders, and we perceive she is the dancing girl that, by the roadside so attracted Cathos in the past. Cathos pauses for a second as though more in fear of detection than interest.

481 CLOSE VIEW OF CATHOS,

the same deadly expression on his face.

483 FULL VIEW FIGURE OF DANCING GIRL.

She drops the dress which falls around her feet, and we see the slim young body in her underwear. She steps, seeing the curtains blown back, pauses for a second and go s quickly toward the window.

483 SHOT FROM INTERIOR

Showing dancing girl approaching window, near at hand. She she moves to take hold of the curtains, we see Cathos stealthily off the scene. The maid starts back in consternation. She has in her hands the clothes she wore as a dancing girl. Her attitude tells that she realises Cathos knows the truth concerning his brother and Manuella. She hurriedly begins to put on the costume.

484 VERY LONG SHOT

showing Duenna in background, who has not seen Cathos, protesting against the maid's leaving, as she at the same time is pouring wine into a goblet from a pitcher, which she drinks with great enjoyment.

485 SEMI SHOT OF PORTALS LEADING FROM OUTSIDE OF HOUSE TO INTERIOR.

Cathos goes through quickly with the same deadly air.

486 SEMI LONG SHOT OF HALL NEAR MANUELLA'S APARTMENT.

Maid tip-toes along hall as though spying on mistress. She turns and looks towards camera, startled.

487 LONG SHOT BACK VIEW OF CATHOS

in the distance coming down the hall.

488 CLOSE VIEW OF MAID

in sudden terror seeing Cathos runs out of scene as though to warn her mistress.

489 SEMI VIEW OF HALL PORTIER IN.

Cathos approaching with same deadly air.

490 CLOSE VIEW DOORWAY LEADING FROM APTS-ROOM.

Dancing girl comes out quickly in great agitation.

491 SEMI VIEW OF CATHOS.

Dancing girl comes on before him. Her tremendous earnestness as she halts before him stops him for a second.

492 CLOSE VIEW DOUBLE FIGURE DANCING GIRL WITH CATHOS.

Cathos looks at her as though in a deadly dream. Dancing girl speaks:

TITLE: "I HAVE BEEN HERE ALL THE TIME TO BE NEAR YOU."

493 CATHOS STARTS TO GO AS THOUGH ON HIS MISSION.

The dancing girl indicating the dagger and knowing its purpose entreats him to forego his deadly intent.

494 SEMI VIEW MANUELLA'S APARTMENT.

Maid approaching Manuella and Leonardo. In frantic manner is telling them of the brother's return. Speaks in great agitation:

TITLE: "HE --- HE WILL KILL YOU BOTH."

495 SEMI CLOSE VIEW MANUELLA AND LEONARDO.

Manuella is shaken with an unexpected sudden terror.

496 SEMI VIEW.

Manuella starts to door at the same time urging Leonardo along with her. Maid indicates not that door. They exit in great agitation into bedroom.

497 CLOSE VIEW EXTERIOR OF HALL SHOWING DOOR TO MANUELLA'S APARTMENT.

Cathos coming rapidly to door. Maid short distance behind him. Futilely protesting. Cathos goes through door.

498 SEMI LONG SHOT MANUELLA'S APARTMENT.

Cathos enters hurriedly. Searches apartment.

400 FOLLOW SHOT CLOSE VIEW OF HIS FACE.

500 SEMI-SHOT CATHOS GOES INTO BEDROOM -still searching.

501 SEMI-LONG VIEW OF SMALL HALL.

Manuella and Leonardo hastening away. Leonardo suddenly stops.

502 CLOSE VIEW LEONARDO AND MANUELLA.

Leonardo turns as Manuella looks to him inquiringly.

503 CLOSE VIEW LEONARDO.

He indicates we have betrayed him once - let us not do it again with this cowardice.

504 CLOSE VIEW MANUELLA'S FACE.

The fear dying and a great determination appearing in its place.

505 DOUBLE VIEW.

They turn - set themselves with a great resolve - back towards her apartment.

506 SEMI VIEW SHOWING BEDROOM IN MANUELLA'S APT.

Cathos is just entering from bedroom - his search fruitless.

507 CLOSE VIEW DOORWAY.

Leonardo and Manuella enter.

508 SEMI VIEW.

Leonardo and Manuella comes on scene and stand before brother. Leonardo speaks:

TITLE: " BROTHER! "

509 CLOSE VIEW OF CATHOS.

With a deadly ironic attitude indicates, a splendid brother you've been.

510 SEMI VIEW SHOWING THREE FIGURES.

Manuella makes a movement as though to say we have had enough. We ask no pity. We have sinned and are willing to pay the price.

511 CLOSE VIEW LEONARDO

looking towards Cathos. He is shaken with his tremendous emotions. Speaks:

TITLE: "I AM TO BLAME. I STRUGGLED -- I STRUGGLED, BUT IT WAS USELESS."

512 He drops on his knees before Cathos. He takes out his dagger and hands it to him. Then opens his jerkin at the throat, baring his breast for the dagger. Then Manuella drops down close beside him. They both raise their faces to Cathos.

513 CLOSE VIEW MANUELLA AND LEONARDO.

Leonardo speaks:

TITLE: "WHEN YOU STRIKE, BROTHER, STRIKE TRUE ----- IS ALL I ASK."

514 CLOSE VIEW MANUELLA AND LEONARDO.

They close their eyes and await the blow.

515 CLOSE VIEW OF CATHOS

in an attitude of terrible determination.

516 SEMI VIEW OF THREE FIGURES.

Cathos raises the dagger preparing to strike. There seems a breathless pause.

517 SEMI BACK VIEW THREE FIGURES.

Over the heads of Leonardo and Manuella we see the dancing girl crouching in terror against the wall, turning her eyes from the terrible act before her.

518 CLOSE VIEW OF CATHOS.

His eyes go from the dancing girl to Leonardo.

519 SIDE VIEW OF THREE FIGURES.

Cathos looks at Leonardo steadily for a moment still holding the dagger as though to strike. Speaks:

TITLE: "I WONDER, LEONARDO, AFTER ALL CAN WE WIPE OUT ONE STAIN WITH BLOOD?"

520 Leonardo raises his face and looks at him mutely.

521 CLOSE VIEW CATHOS

as he speaks:

TITLE: "OR SIN WITH A GREATER SIN?"

522 SIDE VIEW OF THREE FIGURES.

Leonardo and Camaella looking at Cathos waitingly. Then Cathos' grim attitude softens. His eyes seem fastened on Leonardo indicating you have sinned before and been forgiven. He drops the dagger. Leonardo's face is broken with repentance and the great love he bears to Cathos. With an impulsive movement Cathos takes him in his arms as though he were again the child he had once so loved - Poor Leonardo, poor Leonardo. While he holds him closely there is a little reserve of sternness in his attitude. Then he places him again by the side of Camaella.

TITLE: "EVERYTHING CAN BE ARRANGED."

523 SEMI VIEW.

Clown who has entered the doorway is approaching. In the back are seen two or three servants of the palace. As the two lovers look upon Cathos with grateful admiration the clown comes quickly to Cathos.

524 CLOSE VIEW CLOWN AND CATHOS.

Clown indicates the honor of your house.

525 SEMI VIEW.

Cathos turns to clown, pushes him towards the guards that are with the lackeys.

526 CLOSE VIEW GUARD

seizing clown roughly.

527 CLOSE VIEW CATHOS

with ironic smile.

TITLE: "THE DUNGEON FOR HIM, AND LET HIM EAT ------ SILENCE."

528 CLOSE VIEW MY DOOR IN HALL.

Standing by door with several other frightened servants is Ramon, partly dressed. Two guards come by handling clown roughly.

529 CLOSE VIEW CLOWN,

who throws a malicious look at Ramon.

530 CLOSE VIEW RAMON

who indicates in triumph the downfall of his old enemy - "That will be about all for you."

531 SEMI VIEW MANUELLA'S APARTMENT.

Leonardo and Manuella rising, though happy they are still a little dazed at the unexpected happenings.

532 CLOSE VIEW OF CATHOS

leaning back in his chair. He shows he is dusty and travel-worn. He reaches for the cup of wine by his side. As he does so the dancing girl who has come slowly forward, now goes quickly to his side and passes the cup to him. As Cathos takes the cup he looks up at the girl with whimsical tenderness and speaks:

TITLE: "WELL, PERHAPS EVEN OLD CATHOS MAY YET HAVE HIS INNINGS."

533 CLOSE VIEW DANCING GIRL'S PARTLY AVERTED FACE,

Her eyes are watching Cathos. DISSOLVES FROM HER HAND holding the cup of wine,

534 DISSOLVE TO DANCING GIRL'S FACE

shadowed out so that her lips appear boldly, suggesting kisses. Her face is framed by tresses of her hair upon which is a little light. FADE OFF to

T H E E N D

MEMORANDUM RE. SCARLET APPLES OR
DRUMS OF LOVE.

- oooOooo -

The plot disclosed by the script of this picture resembles closely the plot of Francesca Da Rimini - particularly the version of G. H. Boker. In the picture the setting of the play is removed to South America a century ago and the names of the characters are changed, but the story remains.

Francesca da Rimini was an actual person and has been the subject of a considerable number of poems, stories and plays. Francesca was married to an ugly but courageous warrior, son of Maletesta, but she loved his handsome brother Paolo, and the lovers having been caught by Francesca's husband, they were both murdered on the spot. The episode was immortalized in Dante's Inferno and in 1816 was made the subject of Leigh Hunt's celebrated dramatic poem Francesca da Rimini.

G. H. Boker's play, Francesca Da Rimini opened in New York in 1855. There were later revivals of this play and in 1883 a revised edition was issued by the author and offered at the Star Theatre in New York in that year. Otis Skinner appeared in the play in the season of 1901-02.

Boker's original play was never copyrighted but copies of it were generally sold and the original play would therefore unquestionably be in the public domain. The revised version of the play made in 1883 was copyrighted by Boker in September of that year but the copyright expired without renewal. It would seem therefore that in so far as this picture follows the Boker version, it utilizes material which is in the public domain and hence common property.

This story was also made the subject of a play by Gabrielle D'Annunzio, written in the Italian Language and translated into English, and this play was copyrighted in the United States.

The same story was also dramatized by Stephen Phillips, was published and copyrighted by John Lane on November 18, 1899 and the copyright was renewed by the widow of the author on August 5, 1927. There is therefore a subsisting copyright in this play.

There are numerous other versions of the play and stories in connection with the incident of Francesca da Rimini which we have not examined, having been advised that the script of this picture was suggested only by the three versions mentioned, particularly the Boker version. In so far as the picture is based on the Boker version, there appears to be no infringement on the property rights of others. There is a slight possibility that there might still be some copyright protection with respect to the Boker play, if the play was copyrighted in certain foreign countries under certain conditions, but the likelihood is very slight and one which it is customarily deemed safe to disregard in matters of this kind.

With respect to the D'Annunzio version, we find little similarity in the script of the picture excepting with respect to very minor and unimportant incidents. One of these is a scene in which the jester kneels before a group of ladies and begs as though he were a dog. Another of these incidents is the reference to Francesca's younger sister and her adjoining bed in their bedroom. These two thoughts occur in the D'Annunzio version, though they would hardly be of sufficient importance or be considered sufficiently original to constitute infringement.

With respect to the Phillips version, we are advised that the ending of the script as submitted to us has been changed and that an ending has been adopted for the picture similar to that in the Phillips version. In the Phillips version, the two lovers are murdered by the husband. The husband then calls for lights and arouses the house and directs ~~that~~ the servants to make ready for a wedding, and he causes the bodies of the murdered couple to be placed side by side and there is a suggestion of the marriageof this couple in death. This appears to be an original treatment of the ending of the play, unless it should be found that the same treatment was previously employed in some other play not examined by us and which has fallen into the public domain. To the extent that the original treatment is copiedin the picture there would appear to be an infringement upon the Phillips version in which there is still a valid copyright. We have not received a detailed description of the ending of the picture, so that we are not in a position to judge the extent of the similarity, and hence we are unable to form an opinion whether the similarity is sufficiently close to constitute an infringement. We have based our conclusion on the telegraphic advice that the ending of the picture is the same as the ending of the Phillips version.

With reference to the similarity between the picture and the two incidents in the D'Annunzio version which we have above referred to, it might be well to consider the practicability of eliminating from the picture, these two points of similarity if such elimination can be accomplished without serious impairment of the picture. It would of course be preferable that these points of similarity be eliminated to guard against further trouble emanating from the copyright owners of the D'Annunzio version. As a matter of legal safety, we would recommend that this elimination be made if it is reasonably possible. While the incidents are unimportant and not likely of themselves to be considered a serious infringement, the conclusion would be difficult to escape that these incidents were suggested directly by the D'Annunzio version and hence, might be used as the basis of an infringement claim.

1928

SCHEDULE OF STOCKHOLDERS AS OF
JANUARY 1, 1928

OF

B. H. GRIFFITH, INCORPORATED

(Before preparing schedule, read instructions on reverse side.)

(EXTRA SHEET TO BE USED WHEN NECESSARY)

NAME	ADDRESS	NO SHARES
Agnes G. Abbott	6017 Franklin St., Baltimore, Md.	10
Wm. A. Abbott	6 E. Fayette St, Baltimore, Md	4
Mrs. Catherine A. Abbott	Box 48, Hampstead, Md	20
Clara Aschenfelb	1325 Linden Ave, Baltimore, Md	10
E. A. Brown	Box 48, Hampstead, Md	20
Miss Geraldine Bugg	Salem, Md	8
Mary G. Burns	1306 John St., Baltimore, Md	10
Miss E. Clare &		
Miss Laura Brinsop or		
either of them or the survivor	828 Park Ave, Baltimore, Md.	4
John G. Cottenden	608 N. Collington Ave, Baltimore, Md	60
Angelia Eage	% Mrs. J. H. Lord,	
	1011 No. Charles St, Baltimore, Md	5
Henry E. Fanzony	7 Park Ave St, Frederick, Md	5
Mrs. Hallie E. Fulton	Hancock, Md	2
Jacob Gelsline	101 Baltimore St, Cumberland, Md	10
Morris Gelman	1400 Linden Ave, Baltimore, Md	20
Wm. H. Hammond	600 Potomac St, Hagerstown, Md	10
Frank S. Hentschel	607 E. Lanvale Ave, Baltimore, Md	10
June Dalfrey Hooper	Ridgewood, Baltimore Co., Md	20
E. Ethel Pope Jones	40th & Canterbury Rd, Baltimore, Md	5
Mary Louise Lorsemie	Rockville, Md	10
Evelyn Lord	1011 No. Charles St, Baltimore, Md	5
Emmert M. Lowry	680 E. Franklin St, Hagerstown, Md	200
John Lantz, Jr.	Walker Ave., Towson, Md	10
Joseph H. Luscinian	University Hospital,	
	University of Maryland,	
	Lombard & Greene Sts, Baltimore, Md	10
Edgar L. McClure	2212 Wanbrook St, Baltimore, Md	20
John McCormick	P. O. Box 272, Cumberland, Md	20
William J. McLaughlin	1122 N. Eutaw St., Baltimore, Md	5
L. C. Miles	4106 Falls Road, Baltimore, Md	5
Miss Marie Manud	1906 Eutaw Place, Baltimore, Md	3
Dorothy Pope	818 Hamilton Terrace, Baltimore, Md	1
Evangeline Pope	40th & Canterbury Rd, Baltimore, Md	5
Margaret C. Raboid	2214 No. Calbert St, Baltimore, Md	30
Reubert L. Randall	Sparrows Point, Md	25
Miss B. Claire Rusk & Miss		
M. Blanche Briscoe or either		
of them or the survivor	1817 Park Ave., Baltimore, Md	24
Miss Ruth Seifield	Carl Junction, Md	20
Walter K. Strine	30 East Franklin St, Hagerstown, Md.	2
Jesta Warthen,	Kensington, Md.	20
Karl Waterman	Rockville, Md	6
Frances L. Horner	Rockville, Md	10

Total Class "A" stock issued and outstanding as of Jan. 1/28 121,693
" " " " held by residents of Md. per annexed statement 619
Balance shares held by non-residents of Maryland 121,074

Attest _____
Secretary

INSTRUCTIONS

1. A true list of stockholders, attested by an officer of the corporation, must be filed in the office of the State Tax Commission with the report of the Corporation.

2. Stockholders are to be segregated under separate headings according to residence in Baltimore City, the several counties and non-residents of the State. Under a ruling of the Commission, dated February 28, 1921, shares held by non-residents of Maryland may be reported as follows: "Non-residents of Maryland..... shares."

3. Except as to non-resident shareholders, the list is to show the names of the stockholders, the places of residence and the number of shares. When stockholders reside in an incorporated City in a County, both the City and the County are to be given. For example—if a stockholder resides in the City of Cumberland, the address is given as "Cumberland, Allegany County." If, however, the stockholder resides in Allegany County, but outside of the incorporated town of Cumberland, or any other incorporated town, then simply "Allegany County."

4. Do not give post office addresses when it is not in the place of actual residence.

5. Where any stockholder resides in that part of Baltimore County or Anne Arundel County which was annexed to Baltimore City in 1918, the exact residence of such stockholder is to be stated and the number of shares placed in the column headed "No. of shares in New Annex of Baltimore City." This is necessary, as the assessment represented by such shares is only liable to 78 per cent. of the full tax rate of Baltimore City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 3, 1926.

Dear Sir,

Mr. Griffith's absence in California prevents him from accepting your very kind invitation to meet Mr. and Mrs. Perene Melmar on Sunday, January the eighth.

Very truly yours,

Secretary.

Mr. Conde Nast,
1040 Park Avenue,
New York City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7200

United Artists Corporation

JOSEPH M SCHENCK
CHAIRMAN OF THE BOARD
MARY PICKFORD
GLORIA SWANSON
CHARLES CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

January 4th, 1926.

D. W. Griffith, Inc.,
1107 Longacre Building
New York City

Att'n. Mr. Raymond Klune

Dear Sir,

I have talked recently to Miss Conway concerning James Ashcraft's having authorized an advertising expenditure of Two Thousand Four Hundred Sixty-four Dollars and Thirty-three Cents ($2,464.33) on ISN'T LIFE WONDERFUL at the Granada Theatre, San Francisco, way back in February 1925. You stated you thought this was deducted by us from an AMERICA Settlement Statement. Did you locate it?

I would appreciate your helping to settle this matter before you go back to the Coast if you aren't too excited about getting married.

Knowing that you will be much happier this year than ever before and that each year will be successively more happier, I am

Cordially yours,

F. A. Beach

FAB/ES

101

Cox Multi-Color Photo Company

300 Fourth Avenue

Pittsburgh, Pa.

January 5, 1926.

A. H. Banshaf, Secretary,
150 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf,

We are pleased to receive your letter of the 31st. ultimo expressing an interest in our natural color process.

A short time ago some of our men were called to New York on special business and while there they gave a showing of our pictures and we are sorry that you were unable to be present. However, we will be glad to give a demonstration to you here in Pittsburgh at any time. We could arrange it to suit your convenience provided you would let us know in advance so that we would be able to meet you.

Awaiting to hear from you again, we are

Yours very truly,

COX MULTI COLOR PHOTO CO.

O. Hommel
Sec

OH/FPB

408 & 52
at 2

m. A.
8607

COPY

LES ARTISTES ASSOCIES, S.A.
20 Rue D'Aguesseau,
Paris.

January 5th,1926

Mr Arthur W.Kelly,
Vice President Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York.

Dear Mr.Kelly:-

On December 29th the Committee which had been named to draw up a Contingent Law for France, submitted their report to Herriot, Minister of Education and Fine Arts. This report comprised the recommendation of which I sent you a resume two weeks ago. The matter will now have to go to the Chamber of Deputies for discussion and if approved would become a law. However, it cannot reach the Chamber before February at the earliest and may not be voted on until March.

Meanwhile, all of the firms distributing American films here are going to reach the Senators through convincing the exhibitors (by the direct contact of their branch managers and salesmen throughout France) of the evil effects of the proposed law, which will result in creating dissenting opinions when the matter reaches the Chamber and perhaps succeed in arriving at a modification of the Contingent requirements, particularly as regards having 25% of the artists of a "French" film, of French nationality as well as the director and techniciens all French.

Yours sincerely,

(signed) Guy Croswell Smith

NEW YORK CITY OFFICE
[illegible] BROADWAY
NEW YORK
TEL. [illegible]

LAW OFFICES OF
WESLEY M. HESSERSMITH
[illegible] SHATSWORTH AVENUE
LARCHMONT, N. Y.
TELEPHONE LARCHMONT [illegible]

January 5, 1926

A. H. T. Banchaf, Esq.
130 West 42nd Street
New York City

Dear Sir:

I enclose herewith original and one copy of the description of that portion of the Griffith Tract which is included in the golf club property. This description includes streets where a portion of the whole street is included, and one-half of the street where it borders on a street.

Will you prepare and have executed a Release from the mortgage, so that I can pick it up if possible Monday afternoon, the 7th instant?

I am sending you original and one copy for the reason that I thought perhaps you might attach the original to your Release, which would save writing the same out and the checking of it.

Very truly yours,

Wesley M. Hessersmith

M W

Phone GRanite 9111

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

January 5th
1928

Mr. R.A.Kluns
D.W.Griffith, Inc.,
1476 Broadway
New York, N.Y.

Dear Mr. Kluns:

I have had your letter concerning the C & H note and have been quite a little surprised at Mr. Grey's attitude in this matter. Certainly I have been heavily penalized. I have written Mr. Grey concerning this matter, telling him at least he should make some effort to discharge his obligation.

If I am forced to pay this I believe I am right in the fact that Albert is still receiving a salary from the corporation. We should certainly discontinue the salary and use it in part payment of this obligation.

I think it is settled that I am coming on to New York for the opening of our picture, and will talk to you further on this matter then.

Best regards to you and yours,

DWG:LY

Phone GRanite 9111

D. W. GRIFFITH PRODUCTIONS

UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

January 5
1926

Mr. Albert Gray,
Roadshow Dept.,
Paramount Famous-Lasky Co.,
Times Square,
42nd & Broadway
New York, N.Y.

Dear Albert:

I was very much surprised to receive your letter regarding the note from the Manufacturers' Trust Company concerning the black and white picture. I am sure you know perfectly well that you are not quite stating the case correctly when you say you expected to get nothing out of it in the beginning, because the idea first came from you and was so brought to me.

After making the first payment I told you, long over a year ago, that I would pay $20,000 if you would make some arrangements to take care of the rest. As you have notes on your property this was certainly fair enough, as I have paid over twice my share. This is certainly the limit of endurance. The least you could have done would have been to make some effort, however small, to discharge your honest obligations. Thus I wrote you in early summer so that you would have plenty of time, and you were earning certainly enough salary to make an effort, as you well know how badly my funds have been tied up and what sacrifices I have made. You should certainly think this over and make some effort to square this matter up.

As ever,

DWG:LY

TÉLÉPHONE : ELYSÉES 00-00
ADRESSE TÉLÉGRAPHIQUE : ARTISTRUN

Les Artistes Associés

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REPRÉSENTANT EXCLUSIF DE LA
UNITED ARTISTS CORPORATION
HIRAM ABRAMS PRÉSIDENT

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D.W. GRIFFITH

Société Anonyme
GUY CROSWELL SMITH
ADMINISTRATEUR DÉLÉGUÉ

UNITED ARTISTS

SIÈGE SOCIAL
12, RUE D'AGUESSEAU
PARIS

Agences
PARIS
12, RUE D'AGUESSEAU

MARSEILLE
LYON
LILLE
BORDEAUX
ALGER
BRUXELLES
GENÈVE

PRAGUE
ROME
COPENHAGUE
STOCKHOLM
CHRISTIANIA
BARCELONE

Paris, 14 January 4th 1928

Mr A.H.T. Banshaf
130 West, 42nd Street,
New York.

Dear Mr. Banshaf:

Dr. Schattner has advised me that he is leaving Berlin to visit his parents in Poland where his address is:

Dr. A. Schattner, Sniatyn, Poland.

He stated that he stored the two prints of "Isn't Life Wonderful" with the Deutsche Northern Transport Company, Berlin.

With kind regards, yours sincerely,

Guy Croswell Smith

January 7, 1928.

Mr. Elmer Pearson,
Pathe, Inc.,
1560 Broadway,
New York, N. Y.

Dear Mr. Pearson,

I received word from the Coast that Mr. Griffith is indebted to you to the extent of $250, and also a request to pay same. I am, therefore, enclosing herewith check of D. W. Griffith, Inc. for the amount stated.

Very truly yours,

RAK/CC

GUEDALLA, JACOBSON & SPYER,
SOLICITORS.
Guedalla & Jacobson | Spyer & Sons
F. H. GUEDALLA.
G. H. J. JACOBSON, B.A.
H. GUY SPYER, LL.B.

TELEGRAMS: GUEDALLA, STEAD, LONDON
TELEPHONE: GUEDALLA, LONDON
TELEPHONE 9210 9211 9212 9213 LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

10th January 1926

With Compliments.

A. H. T. Banzhaf Esq.,
Messrs. Banzhaf & Pembleton,
Bush Terminal Building,
130, West 42nd Street,
New York,
U.S.A.

[illegible]

- 0 -

[illegible] to [illegible] dated 24th January 1928

RE "THE CIRCUS".

I have looked at the print of the "The Circus" story by Charles Spencer Chaplin, which after conferring with me you are publishing and offering for sale at 24c. today.

You have not got to put upon the pamphlet, although it is wise to advertise in this way, that it has been copyrighted, but I think it is better not to follow, for the moment, Mr. Kelly's suggestion to note on it that it was copyrighted in "1928". Simply in further prints say it is "copyright".

I have read with interest your letter to Mr. Kelly of the 3rd inst. in which you as a layman summarise pretty clearly to another layman some of the copyright conditions of this country, but there are various omissions or errors with regard to the complicated question of copyrighting films and dramas to which Mr. Kelly's attention should also be directed.

To enunciate all the different matters involved would require a treatise. Copinger's is our leading text book.

I think Mr. Kelly would be well advised, so far as Allied Artists and United Artists are concerned, if he would let the firms of Mr. Dennis O'Brien, Mr. Bartan, and Mr. Bamshaf, organise and supervise the proposed copyright department.

Indeed, I wish that all the artistes would have and constantly insist on having the advantage of (and what is more important, following) the advice of their legal advisers. On various occasions, despite all the experience and advice the artistes have had, they and their staffs do things which are reckless and nonsense quite wrong as regards their copyrights and their licences thereunder.

Now, who could imagine Mr. Chaplin and his people in the year 1917 doing anything wrong about the copyrighting or licensing of "The Circus" for any Convention Country after all the experience they have had in copyright and licensing matters, and having regard to the fact that they have advisers in New York and in London who are "supposed" (at all events by strangers and even judges) to know something about the law relating to the matter?

On the 9th ult. Mr. Kelly wrote that because the film "The Circus" would be "shown" in an American Theatre "the film" could be "copyrighted" by registration in this country within two weeks. I cannot make out what he has got hold of when he enunciates such a proposition.

As you have informed him, there is no process in this country for the registration for copyright purposes of a film as such.

The exclusive right of multiplying copies of the written word or certain named mechanical contrivances, which is what "copyright" means, only applied in former days to things which were recorded in writing. By a series of Copyright Statutes, the list of copiable things has been extended to things which can easily be copied by re-production, such as lithograph pictures or engravings, gramophone records, music for Aeolian organs, etc. Photographs also are protected

in a certain way.

But you cannot get copyright in this country, on figures a drama, for its scenic effects, characters, "get-up" and so forth. These, according to our legal lines and certainly according to our statutes, are not subjects of protection, apart from either words or defined arrangements. Although, once you have dialogue, then scenic effects etc. become accessory to the dramatic work, and the whole becomes the subject of copyright.

But if the scenic effects were fitted to a totally different dialogue, no complaint, apparently, can be made - unless in some appropriate law-suit in this country some lawyer could succeed in getting the Court to agree to some propositions such as I was instructed to attempt to set up in connection with "The Life Story of Charlie Chaplin".

If the dialogue be not dis-similar, the fact that the scenic effects also correspond with those found in the earlier work may be evidence of plagiarism and therefore the infringement of some copyright rights. That is as far as normally we could go in a law-suit here.

This part of the matter is only obscurely and insufficiently developed in our legal decisions.

It naturally occurs to one that where you have shown a film that is very full of sub-titles which, taken by themselves, make a very effective story, and coupled with the pictorial presentation of the film to the public, it might be held that there was publication of a written story, but in my view, with regard to the drama the words are merely spoken; with regard to the film, as you observe, the words are written. That constitutes the multiplication of the written word which is the subject matter of copy-right law. The publication of the spoken word from an unpublished manuscript means that the author thought, the thing being in the public domain no-one had published manuscripts

He, however, of course, takes the risk that if he has not protected his dramatic rights in the proper way somebody else published the story from hearing the words, in which event the author is never going to get any copyright rights. People who go to plays seldom not reproduce the story directly. There are so many ways of publishing a story without infringing the dramatists alleged rights. Practically every dramatist in the world relies for his copyright rights on the due publication of his written story or his written drama. It would be absurd nonsense to rely in this country and in Convention Countries on unpublished rights. It would be taking an unduly great commercial as well as legal risk.

Then there is, of course, the temprament of the judicial bench. The older lawyers get (both practising lawyers and the judges) they are not very sympathetic to people who claim patent and copyright rights unless they can establish them clearly beyond the shadow of a doubt. People who seek monopoly rights must clearly establish their right to same, and, of course, take all necessary precautions for the assertion of same and informing the general public that they are claiming same. In this country and in Convention Countries, the best method for protection of copyright ~~might~~ matters is the prompt publication of the written word.

There really would be little and almost no chance of successfully maintaining a claim for a plagiarism or breach of copyright rights in our Courts of Law, unless there were written documents behind the whole thing upon which one could rely for the origin of one's copyright rights.

A film as such has nothing to do with dialogue or the spoken word. Mr. Kelly will at once appreciate why, in all countries outside the United States, which has an exceptional law with regard to registration of film materials, copyright

for scenes of films must depend upon the publication of some written document.

While in some countries such as the United States of America registration is the necessary preliminary, practically in all the Convention countries publication of the written words is the requisite preliminary, and there is no system of registration, or if there be any system of registration, it is merely ministerial or auxiliary matter.

But with regard to all Convention countries, whatever be requisite for obtaining copyright in the original country where it is obtained, copyright is automatically enjoyed on from that date in all the other Convention countries.

As American lawyers are well aware, the United States, for reasons best known to it, encouraged, during the XVIII Century and the beginning of the XIX Century, the utmost irregularities in connection with exports from European countries, and amongst other matters, while it protected its own citizens in copyright matters, it encouraged and still enables them to steal and use what ought to have been the copyright rights of various Europeans. The thing grew to and still is a great scandal, especially in the case of Englishmen writing the same language as the Americans were using.

It would be difficult to say to what extent American publishers and theatrical owners cheated and will continue to cheat our great and still more, our unimportant and poorish English authors and dramatists out of legitimate and much-needed income.

Now that the film industry is a great American industry those who practise in the copyright section of it in the United States are aware of the difficulties which have arisen through America's isolation in copyright matters.

As my mother was an American, and I have numerous relatives and friends in the U. S. A., I venture to hope that the United States will, apart from its justice, have the sense to, and in copyright matters will link itself with the Convention countries, many of which are quite as protectionist as the United States is but do not wish to inflict losses on authors (mostly poor people) simply because having the scenes or for other reasons they have not used paper that is made in such country or because the printing is not composed by compositors employed in that country.

Breaking away, however, from this interesting subject, as you have pointed out to Mr. Kelley, he and his associates should, and, as I think in nearly all circumstances which I visualise, must protect their films by publishing at the proper time in the appropriate Convention country, which preferably I should always recommend to be London, the written story, if it be an original subject, of the particular film, and indeed, as I have frequently said, even in the case where films are taken from published written stories and novels I should like to see the story of the film which shall be the scenario, very much elaborated, printed, and published in this country at the proper date corresponding to registration in Washington, assuming that the film in question was produced in California, and eventually before exploitation, gets regi stered at Washington. In the case of every story, whether of a film which is an original subject or of a film taken from a well known novel, the story to be published should be sufficiently elaborate. The pamphlet which Mr. Chaplin has sent over, to my mind is absolutely ridiculous from a copyright standpoint. It could be easily avoided by persons who might want to make some similar film, employing the services of some similar actors, and using similar scenes,

From a copyright standpoint a film in the United States cannot be exhibited to the public until the necessary sections of it have been registered at Washington, and, in the United States, the position is further strengthened if the film is taken from some original story made up as he goes along by Mr. Chaplin.

In most cases, the film is taken from some well known novel, written story, or written drama, and the author and his assigns of the copyright to such novel, story, or drama, are able to prevent infringers making any film therefrom.

If a film be taken from a novel or story in the public domain it is very questionable whether the registration of it gives any copyright protection worth talking about or whether any copyright protection could be obtained from the publication of the scenario or elaborate story. There may be just some elements of originality in the film or elaborated story which can stand the test of copyright litigation although, in fact, the original subject of the novel or the story may be in the public domain.

Now, in this country, as in the Convention countries, the dramatic and the cinematograph rights, if they can be protected by copyright, flow from the rights extended in this respect to the original written novel, story, or drama. The rights of the novel, story, or drama, date from the first publication. If the novel, story or drama, be in the public domain, then there is no protection at all. If, for instance, the novel, story, or drama were publeiehdd in the United States more than a fortnight before publication here, everything is in the public domain throughout the Convention

countries.

In cases like the present, it is essential that these distinguished artistes should have somebody, in the case of an original film depending on no novel, story or drama, to elaborate and print a pretty lengthy story on the subject, a readable story introducing names and incidents at some length, and at the appropriate moment, the story can and should (a) be registered at Washington and (b) be published and offered for sale here.

It is desirable to do the thing, as nearly as possible simultaneously. If the story be written by an American citizen, it does not matter to him if publication in this country precedes registration in the United States. Conversely and in all other cases, publication should be simultaneous, and rather than have any confusion or doubt, I recommend that the United and Allied Artists should insist always, in the case of every valuable film, that there should be a story about it that is published here and registered in Washington prior to any exhibition of a film to any section of the public, and, of course, prior to or simultaneously with the registration of the film in Washington.

This is a very easy rule to give effect to. I would suggest that the manager of each of the artistes or the Corporation belonging to the Artistes should have very strict instructions to that effect and should work with the Copyright Committee of the United Artists, who in turn, so far as the United States is concerned, would work with the New York legal advisers who have so much experience in these copyright matters and also, say, with my firm, while we have the honour and privilege of being the solicitors of the Allied Artists.

It is not merely a question of protection. It is, as it is often happening, a question of being able to assert one's rights quickly in the law courts where there is an infringement. Personally, I do not think there would be much substantial resistance when the rights are asserted, but one must have the correct foundation for the assertion thereof.

I do not know what as regards our copyright laws Mr. Kelly means by Mr. Chaplin having registered "The Circus" in Washington. If all he means is that he has registered the film, that, I apprehend, has really no effect on what I am talking about as regards publication of a written novel, story, or drama in this country, except as far as the sub-titles might affect the matter. Mr. Kelly must appreciate that anybody could see an unpublished written drama being played on the stage, or could see a film and then be the first to write the story, and he would get the copyright, if the thing were not in the public domain, except that under a Convention between U.S.A. and England there is an agreement which rather vaguely protects the inchoate rights of an author who has not yet "published" his written work, but I doubt whether this would reserve rights for Mr. Chaplin once he had "registered" a film in U.S.A., although he could contend that the thief who subsequently published the story here would be publishing a story in the public domain.

I do not see, however, that it helps Mr. Chaplin or any artistes to use the Order in Council of the 3rd February 1913 which was issued for the protection of works of citizens of the United States.

The provisions of our 1911 Act with regard to British authors were applied to American citizens who were authors of literary, dramatic, musical and artistic works under Sec. 25 of our copyright law. The effect of the Order is, in fact, only to entitle the unpublished works of American citizens or residents in America to protection of the British Acts.

I have frequently pointed this out to the legal advisers of the Allied Artists Corporation.

In order that the works shall obtain copyright protection in England it must still be first published in England, or simultaneously in England and America, and if there be any intervening publication which puts the thing in the public domain the American citizens gaining rights when subsequently publishing his unpublished work.

It has never been debated in our law courts whether, if an American citizen gains copyright protection for a film by registering it in America that is to be deemed the equivalent of publication in this country.

I am inclined, however, to think that it would be considered publication.

I have already shown, however, that the registration and indeed the exhibition of a film must be a very limited form of copyright right, limited merely to a lot of sub-titles which, when taken apart from the picture represent a mere jumble of words unintelligible to any ordinary reader.

I am ignorant whether the United States has given England any reciprocal concession corresponding to the Order in Council of the 3rd February 1913. I think I have been told

that there has been a presidential presentation.

It is the written published story which, in consequence, would get copyright protection.

Apart from the danger of our clients losing or not having valuable copyright rights, there is the danger of some thief or it may be some one, by a simultaneous stroke of inspiration and originality (as has happened in the case of inventors, discoverers and astronomers) getting hold of the theme and being the first to publish the story and getting in a position (very difficult to imagine, I admit! but quite possible) of stopping our film being exploited in any Convention country.

Anyhow, let us get miles away from such a danger, when we are dealing with rights of such great pecuniary value.

I gather, in fact, that no written story of "The Circus" has been published until you are publishing it to-day.

If so, so far as this rubbishy little pamphlet thus becomes copyright here and confers protection on a valuable film, Mr. Chaplin is protected, but he is protected only to a very limited extent, and beyond that, everything is now in the public domain in the Convention countries.

I think it is worth while having this limited protection,

But it is a pity that Mr. Chaplin and Mons. Amoss here do not think of trying to get all the protection it is possible to get by having an elaborate story told and filed. When the issues "The Circus" was registered as a film in Washington, as these pointed out, I am inclined, on the whole, to think that there was a publication. There was certainly publication of the sub-titles.

I do not bother so much about the exhibition of it in a public theatre in New York, although again, as I pointed out, the sub-titles are the written word, whereas in the drama the audience only hears the spoken word.

It is better to copyright this wretched little pamphlet than to abstain from copyrighting nothing at all.

It may be a useful peg to hang our hats on if we come across infringers in the future, but I would wish that it was a much larger peg.

Personally I think that our great artistes, during the time when their films will have any particular value, can rely upon their own popularity with the public and need not bother about imitators or infringers except to get rid of them as a nuisance. If, however, one was to take a long view that the films which we all love so much today can successfully be revived fifteen and twenty years hence or even at a later date, this question of copyright might become quite important.

On the other hand, what is it that one does revive? It is the love of the public once again to see Mary Pickford or Douglas Fairbanks or Charlie Chaplin in a film which the then old people can tell the then youngsters they so much admired.

Nobody in this instance, as I believe, is going to make an entire film exactly like that of Mr. Chaplin in "The Circus", because, unless you have Mr. Chaplin performing in it, the counterfeit will not amuse or interest the public.

But one may have pathos, and one less important nature may take certain of the scenes etc. for purposes of their own. It is, one may, difficult to get exclusive protection for a certain scene, but this pamphlet could not help us to protect Mr. Chaplin hardly at all, if some clever infringer came along.

Mr. Chaplin could be the first to admit that with regard to individual scenes and postures in action, there is nothing novel in the world. It is the recognition of originality of the genius in the adventure that each time take the mark and remains.

In fact, it is said that with regard to stories, they are all based on seven incidents and no more.

If they are not infringing other people's rights, in my view, the chief protection for any group of film artistes and the great American film producers lies in their "licensing" agreements. The essential is never to part, under any considerations, in any territory, with the absolute title, either for a short or for a long time, to any rights of exploitation of a film. Our clients should merely license certain persons (even their own subsidiary Companies) for the distribution or exhibition of the film concerned, and should have severe clauses in case of any default.

Every subsidiary Company should have such a licence to produce at any time. Each film should be separately licensed unless it can easily be identified in a comprehensive licence. It would be so easy to print and have such licences ready to sign and to send same to the subsidiary concerns while the film was still being made. Some day we are going to have colossal trouble and perhaps large loss because this advice of mine, repeatedly given to the artistes, is persistently ignored.

When the Allied Artists Corporation was started Douglas Fairbanks and Mary Pickford granted licences for certain named films, and if I recollect correctly, undertook to make and supply a limited number of further films. Even then those licences were loosely worded, and I wanted there to be more elaborate documents, but no

within the letter of my advice. I believe all artistes have such pre-war licences, but I do not think that the Allied Artists have received a licence in writing from anybody else to distribute a single film which has been distributed.

I have again and again urged that Douglas Fairbanks and Mary Pickford should issue fresh and continuous licences. My own advice is that there should be a licence for each film in an approved form. Why I wish to make it a separate licence is that if there is any infringer I have not got to disclose to him an agreement about other films.

Only the other day, in connection with Mr. Chaplin, it might have been useful to show that he had licenced the Allied Artists with regard to the films which we said had been infringed. I am, of course, aware that most of them were films under the million dollar contract, but as they are falling in I understand that Mr. Chaplin wishes the Allied Artists to distribute some in this country. The Allied Artists in respect of each of these films which still have considerable monetary value should have a licence. It is perfectly ridiculous when Allied Artists are handling films of such great value as "The Woman of Paris", "The Gold Rush" and still more "The Circus" there should not be a special licence. As a matter of fact I used to act for the firms which in previous days were handling the million dollar films and still earlier other films of Mr. Chaplin.

Mr. Chaplin and his staff are neglecting a most necessary precaution. They are not the only people in our circle who are so neglectful.

The great German producers, of course, issue proper licences to the English subsidiaries. The European Motion Picture Company could not work a single day unless it had its proper licence from the Universal, and so it happens with regard to the still larger American producers, and their English distributors.

Even the great American producers, I believe, are pretty lazy and careless as regards the licenses issued to continental or colonial exhibitors. I do urge, however, that, in the case of every film of an artiste which the Allied Artists is distributing in this country, there should be a separate license and it should be over in good time, long before the show print or the negative cause trouble. The license should, in every case, be for five years from the first general release date, unless there is some reason to the contrary. It could contain a clause that after the end of the five years it should be deemed to continue until cancelled by the notice in writing given by either party to the agreement.

Personally I think that similar licences should be prepared for each of the continental and colonial territories, but I am only advising as an English lawyer about Allied ~~xxxxx~~ Artists' matters.

At present, as I say, every precaution for our distinguished artistes lies in the elaborate licensing covenants, and, in turn, in the Agreements, which Allied Artists, as distributors, makes with the exhibitors. It is very difficult for an exhibitor nowadays to steal a film, but suppose that I found an exhibitor exhibiting a print of "The Circus" which had not been supplied to him by us, what am I to do about the matter?

The Allied Artists is not licensed by Mr. Chaplin. I have precious little proof of Mr. Chaplin's copyright title.

I suppose somehow or other I should rush into the Law Courts, as I have done in the past for him, and accomplish some results, but it would help me a hundred times over, and it must help Mr. Chaplin, if it could be the Allied Artists who would take part in the suit for infringement on the ground that it is exclusively licensee in this country by Mr. Chaplin, and therefore the exhibitor, ~~in any event~~ not having, had ~~no~~ any contract with Allied Artists could not possibly have any right to exhibit such a print.

however he may have got hold of it. In former days the Universal found that, having parted with absolute rights in certain territories overseas, prints, and even negatives, got exported from those territories, and I have had a great deal of trouble in suppressing the user of such prints in this country.

The regular exhibitor of our films would not dare to be guilty wilfully of a breach, because he would probably be put out of business by all the big producers and renters refusing to let him have any further films to exploit.

Certainly our Company would so treat him.

But suppose some infringing film is given a prominent first run at a special theatre, and we have no proofs of copyright or license, nor indeed any evidence to stop it! We must show title, to enable us to get at once/an interim injunction (at our peril as to damages). ~~The solicitor~~ Without title and licence the solicitor cannot start the necessary proceedings, and irretrievable damage is done. We must have, in every case, (a) the licence and (b) the proof of copyright by publication here in good time, i.e. before we get the film here, or, at all events, simultaneously.

While I have indicated a terrible infringement or annoyance at a big theatre specially taken for the purpose, I also have to consider little cinema theatres with which the Allied Artists does not habitually deal, or which, anyhow, would not get the first run of an important Allied Artists' film. These may be tempted to accept infringing films chiefly. Such was my experience in former years in connection with Universal films.

It is an awful nuisance having to litigate with same. One saves all litigation when one can promptly show (a) that the thing has been copyrights and (b) that the Allied Artists is exclusively licensed. He hardly dares to resist because it is an expensive thing to dispute copyright, and in any event he cannot show that he has any licence contrary to the terms of the Allied Artists' licence.

Long after going I have stated that I am shocked that there is such neglect in the United States about issuing the necessary exclusive licence for such separate film to the Allied Artists.

With regard to those who are guilty of copying, unless one has some wonderful story, like, for instance, "The Garden of Allah" or "Ben Hur" or something striking of that kind, it will be very difficult to restrain somebody else making a film of same kind. Take, for instance, the film "The Garden of Allah" for illustration. It is protected in this country and all Convention countries by reason of Hichens having published "The Garden of Allah". It is protected in the United States by reason of Hichens having duly complied with U.S.A. law for the registration of his copyright rights of his novel "The Garden of Allah".

The film itself, I expect, is further protected in the United States by the registration in good time of its constituent parts. I assume that Rex Ingram has attended to this.

With regard to the Convention countries, it is immaterial when the film is <u>shown</u> in any such country to the public, as taken by itself exhibition of any of the constituent parts of the picture would affect copyright, although the publication of sub-titles with the picture might constitute the publication of an intelligent story, capable of enjoying copyright, but such an incident must be a rarity.

The exhibition of the pictorial film to the public is not publication within the meaning of our copyright ideas, unless, as I say, there is to be some point taken about the "sub-titles". It is the publication of the written word in a

document or a record circulating for "sale or gift to the public".

A drama or manuscript is, of course, an unpublished work. The dramatic version of the "Scarlet Pimpernel" which is jointly composed by Baroness Orczy and Fred Terry, still remains in manuscript. When it is published and offered for sale, then for the first time will the dramatic work be copyright in the ordinary sense. The authors have no right to prevent any infringement of an unpublished drama which is still in manuscript.

The right of Mr. Fred Terry and Baroness Orczy depends on the fact that Baroness Orczy originally wrote the story under another name, which shortly afterwards she re-published as "The Scarlet Pimpernel" and the films and dramatic rights flow from the publication in the magazine of that story, and in the Convention countries, and, I believe, also in the United States, the said story is duly protected.

Baroness Orczy made certain arrangements with our client, Mr. Terry, which have been the subject matter of litigation, and it has been held that she cannot do anything with her film rights any more than her dramatic rights by reason of the arrangement she made with Fred Terry.

Mr. Terry, down to date, has always refused to let the dramatic work be published. People can go to the theatre and take notes and try and remember what they see of the scenes and try and make some corresponding play or film.

Of course, there have been many plays made rather like "The Scarlet Pimpernel" and Terry cannot stop people imitating his scenic effects or his gestures, or the way he acts or groups his Company et cetera.

The consequence is that a British concern is contracting with Matheson Lang, to Mr. Fred Terry's anger, to make a play which will have the name "Pimpernel" in it, there being no copyright in the word "pimpernel", but which will not be based upon the "Scarlet Pimpernel" but on some other story which Baroness Orczy long years subsequently wrote

The action of the play is not publication any more than the public performance of a film is publication from a copyright standpoint.

Mr. Dennis O'Brien and I have been corresponding on the subject of "The Scarlet" and I am about to write him as to what he and other American lawyers think they are doing by attempting to "copyright" in one of the obscure islands of the British Empire in the West Indies.

Personally, I think it a great pity that big commercial concerns making so much money in this country should do anything in this round-about and secretive fashion.

Once it is known and appreciated there will be a terrible outcry in this country. Italians, Germans and Frenchmen have never attempted, as far as I know, in former days to protect their copyright rights by any round-about processes.

I am talking of periods when copyright laws and copyright conventions were not so much developed as they have been.

Further, with regard to our laws, there has never been any intention, nor would there be very much willingness on the part of our judges, to make any Order on protection for authors who deliberately do not publish their works. Fred Terry and Baroness Orczy chose to take enormous commercial risks.

We have frequently pointed out to them the risks they take in not publishing the actual dramatic work which in many respects differs most importantly from the written story. In such respects as it differs from the ordinary story I have not the slightest doubt that a spectator, if he could remember the thing, could go away and make a film without infringing the rights of Fred Terry and Baroness Orczy until they chose to publish the unpublished manuscript, and anything done before the publication of the unpublished manuscript would not be subject to any infringement proceedings.

Having regard to the fact that this country is only two or three days further off this sleepy island, and the means of communication must be much more frequent and regular, I strongly advise, with regard to all film matters, that the ties should be carried between New York and London and not otherwise. Also, one would have the advantage, in any exceptional situation, of a competent and knowledgeable staff in the London office on also their power immediately to obtain skilled advice from eminent counsel who specialise in this difficult section of law.

Our clients have in New York the benefit of the firms of Mr. Dennis O'Brien, Mr. Markan and Mr. Manshaf, and in this country I can get at once the advice of Mr. MacGillivray and Mr. Maughan K.C. or other Counsel, who have made an international name for themselves in matters of copyright law.

[illegible] January 1928

Addendum to Mr. F. H. Gundelfi's Memorandum to Major
V. J. Ring, U.S., re "The Circus"
dated 5th January 1928.

There has been some delay in the office, which is rather busy, in transcribing the Memorandum I dictated on the 7th inst. and a large part of which has been transcribed yesterday.

This morning I saw you on the cablegram you received from Mr. O'Brien stating that he had never instructed you to publish the pamphlet and suggesting that you should have consulted me about it. I have not got the papers before me, but as I understand them, the pamphlet was expressly sent over for publication. Indeed, it was suggested that a phrase should be put in it stating that it was copyrighted in 1928. Anyhow, having regard to what is being done in New York I would rather have that pamphlet published as you have done rather than do nothing at all. In any event, however, you not only consulted me and I sent word to you to publish the pamphlet, but I added that I was preparing this lengthy memorandum so that Mr. Kelly could understand the situation. Indeed, I have decided, in all the circumstances, to copy the above memorandum and send it to Mr. O'Brien, Mr. Burkan and Mr. Manshaf so that they can take up the subjects discussed at once with Mr. Kelly. Indeed, I do wish that Mr. Schenk, Mr. Kelly and the new copyright Committee, working with Mr. O'Brien, Mr. Burkan and Mr. Manshaf, would give the necessary orders that in future

Allied artists shall be supplied with proper licences and that where possible in the case of an original work every necessary step should be taken for publication of a written story in this country, and indeed, as I have said with regard to many of the films as originally made from novels or stories protected by copyright, additional precautions should be taken of copyrighting their publication at the appropriate date in this country of the complete story taken therefrom. I absolutely deprecate all ideas of relying on any theorying of an unpublished work. It is unsatisfactory from beginning to end and would meet with little or no sympathy if the thing got tested in some bitterly contested fight in our Law Courts.

This is a country which believes in freedom and hates monopolies anyway and anything to do with patent rights and copyright rights lies absolutely in Statutes and a claimant of copyright rights would have to show exactly under what Statutes or Copyright Conventions he comes to make his claim of monopoly, but if I have a proper licence and also some evidence of publishing a story in this jurisdiction, most defendants would give way on being threatened with an application for an interim injunction . It is a rare event where the copyright situation gets thoroughly analyzed as came to be the fact in connection with D. W. Griffith's "Orphans of the Storm", but then you must remember he found himself up against the Fox Film Company who were very angry with his behaviour and attitude to them.

Mr. O'Brien is making another point, as I understand it, which perhaps one had better deal with and then dismiss

for ever.

He seems to be under the impression that under the Cinematograph Films Act 1927, when a film gets registered it gets copyrighted. The Cinematograph Films Act 1927 has nothing to do with copyright; it neither creates nor takes away the copyright.

Under section 5 there is the requirement to register films in order that one shall subsequently ascertain how far or how little renters or exhibitors are complying with the quota conditions. Unless films were registered it would be impossible to have the quota arrangements. There is nothing in the Cinematograph Films Act 1927 which affects the copyright position.

I am at a loss to think what has been suggested to Mr. O'Brien in this respect. I naturally assume that he cannot have had any prints of the Bill at various stages or the final print of the Act. As the Act is of some importance I am taking the opportunity with this Memorandum of sending a print of it to each of these three distinguished lawyers.

Personally, I think it would be a very good thing if the lawyers or some of the distinguished film producers and many of the renters in this country should get together so as to consider how to operate to best advantage under the Cinematograph Films Act 1927.

COPY

UNITED ARTISTS FILM VERLEIH, G.m.b.H.
19 Friedrichstrasse,
Berlin

January 10th, 1928

Mr. Arthur W. Kelly,
Vice President Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York.

Dear Mr. Kelly:

There has been no change in the new law referring to the giving of "certificates" for the distribution of foreign films for next season and everybody is now waiting until January 20th when the firms will be notified as to how many each will receive. Dr. Landwehr, the official who will make these assignments and with whom we have had several interviews said that it was impossible for him to give us any written statement as to how many Certificates we shall have inasmuch as he will not have in hand before January 15, the official returns showing how many German films had been made, distributed or started in 1927 from which the key figure for certificates will be established- Dr. Landwehr is entirely conversant with our Contingent relations with Phoebus and definitely stated that he recognizes that we are entitled to the credit in Certificates which will be represented by 22 German films which have been distributed by Phoebus in 1927.

It is reported on good authority that a majority interest in the Phoebus company will be bought this week by Von Lustig, the wealthy German who, with First National, formed the Defina Company last September, for the making of German films and the distribution of First National pictures in Germany. Von Lustig put $500,000 in Defina on a guarantee from First National that they would refund him this amount in July 1928 if he requested its return.

It was Von Lustig who, a few weeks ago bought a controlling interest in Emelka, a company owing or controlling many theatres in Southern German- While it is announced that it was Von Lustig money which bought Emelka and which will buy into Phoebus this week, it is believed that First National is also interested financially in both deals which represent a large cash investment.

The control of Phoebus by Von Lustig will not, of course, affect our existing contract for Phoebus theatres, but we may not continue to be able to get the remarkably favorable terms on some contracts which we have had from Phoebus on all of our features. No premiere run house in Berlin has ever given over 25%. 22½ percent are the usual conditions- Fox had to guarantee the Capitol the house expenses and a certain profit on "Sunrise" and "The King of Kings" made a similar arrangement at the TaunsendPalace.

We are on very friendly terms with Von Lustig and I am sure we can continue playing in the Phoebus theatres if he will accept our terms.

With kindest regards,
Yours sincerely,

(signed) Guy Croswell Smith

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7600

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN OF THE BOARD
MARY PICKFORD
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

January 11th, 1933

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Gentlemen:-

Pathé Cinéd of Paris, France, have cabled us an offer for some of the pictures which we distribute, which offer includes:-

"WAY DOWN EAST"
"ORPHANS OF THE STORM"

Mr Arthur Mitchell can negotiate with 1931 (3.)

for exploitation rights for six years each throughout the world , exclusive of the United States and Canada.

They wish to use these subjects for re-production on 12 m/m stock to be sold by them for home movie use in towns of less than 5,000 population.

They have not made an allocation of the prices for each subject, but if the offer in principle is acceptable to our producers, we will get them to allot individual prices.

This offer does not bear our recommendation, but we are passing same on to you in the event you may be interested.

Yours very truly,

UNITED ARTISTS CORPORATION

T. P. Mulhooney

Foreign Sales Manager.

I do not believe that Mr. O'Mulhooney can take exhibition rights to these subjects
DWG

TPM:WG

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Sunday Pictorial Jan

Announcement

JOSEPH M. SCHENCK in association with MORRIS GEST

Have the Distinguished Honor to Present
The World's Premiere of

D. W. Griffith's

Newest Cinema Creation

"Drums of Love"

with MARY PHILBIN

Lionel Barrymore — Don Alvarado
Fully Marshall — William Austin

TUESDAY EVENING, JANUARY 24th

at the

LIBERTY THEATRE
42nd ST., WEST of B'WAY

Orders for tickets for all performances accompanied by Check or Money Order and self-addressed stamped envelope will be answered in Morris Gest, Liberty Theatre, New York

PRICES: Evenings 50c to $2.00—Matinees 50c to $1.00

Public Sale Gets Thursday, Jan 19th

World Premiere
TUESDAY EVENING, JANUARY 24th
Twice Daily Thereafter

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LIBERTY THEATRE
EVES. 8:30 MATS. 2:30
42d STREET, West of Broadway

PRICES: Evenings 50c to $2.00—Matinees 50c to $1.00

Seats Now on Sale

Morning Pictorial Jan. 23.

WORLD PREMIERE TOMORROW NIGHT 8:30 SHARP
JOSEPH M. SCHENCK in association with MORRIS GEST
has the distinguished honor to present

D. W. Griffith's

"Drums of Love" with MARY PHILBIN

LIONEL BARRYMORE—DON ALVARADO—FULLY MARSHALL—WILLIAM AUSTIN

LIBERTY THEATRE, 42nd St., West of B'way

PRICES: Evenings at 8:30, 50c to $2.00 Daily Matinees at 2:30, 50c to $1.50

~~Monday~~ Tues. Jan 17
Morning Pictorial

JOSEPH M. SCHENCK in association with MORRIS GEST
has the distinguished honor to present

D. W. Griffith's

Newest Cinema Creation

"Drums of Love"

Jan 15 World

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Public Seat Sale Thursday, Jan. 19th

Sunday

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Sunday Times

Announcement

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Drums of Love
with MARY PHILBIN
LIONEL BARRYMORE—DON ALVARADO—TULLY MARSHALL—WILLIAM AUSTIN
WORLD'S PREMIERE, TUESDAY EVENING, JANUARY 24th
Twice Daily Thereafter
LIBERTY THEATRE, 42nd St. West of B'way
PRICES Evenings 50c to $2.00. Matinees 50c to $1.00
Public seat sale for all performances opens Thursday, January 19th

Morning Repair
Jan 18

PUBLIC SEAT SALE TOMORROW
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Newest Cinema Creation

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with MARY PHILBIN

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PRICES: Evenings 50c to $2.00. Matinees 50c to $1.00

Morning Paper.
Jan. 20

PUBLIC SEAT SALE TODAY
JOSEPH M. SCHENCK in association with MORRIS GEST
has the distinguished honor to present

D. W. Griffith's

Newest Cinema Creation

"Drums of Love"

with MARY PHILBIN

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Public Seat Sale Thursday, Jan. 19th

...ment,
... **The product may be rude and imperfect, but by Hercules, it moves! It is life!"**

Taking Schopenhauer's definition of art, as life the way we would like to lead it, Griffith evolves an escape for the modern human being into a dream-world that is much different from that of his father or grandfather. He thinks the modern man or women would escape from the actual into a more imaginative world —a world of soft-focus, it might be called.

TASTE IMPROVES.

This condition naturally argues an improvement in popular taste and a future for the motion picture, in which this pioneer director is an enthusiastic believer. He said:

"Little theatres of the films? You bet your life! They're com-
...on. With the new incan-
...ent ... that substitute ...
or four stands for ...
used to line up, and w...
pany, director and cameraman willing to gamble on the chance of their salaries, a picture can be made for a couple of thousand dollars. All of this overhead and stuff doesn't make a picture. It's the idea."

In getting the quality of painting into his new picture, Griffith had the advice and assistance of Lionel Barrymore. Broadway esteems Barrymore a great character actor, but not many know that he had two paintings hung in the Salon de Paris. Incidentally, the role which Barrymore got in this new picture is the first decent opportunity he has had since casting his net in Hollywood.

Another innovation which Griffith has introduced into his treatment and which may vastly influence pictures of the future is in the tempo. Usually a motion picture begins slowly and picks up, moving more and more rapidly to its climax. Griffith has reversed this formula. He begins with a staccato movement to get over quickly the introductory parts. When the real drama begins his picture marches in slow, measured tempo to the finish.

"And it is my greatest drama," he ended, simply.

Griffith looked at this moment ...ed, and the attrition of these years of suppression was plainly visible on his heavy face.

"You see," he resumed, "I believe in motion pictures, I believe they are the greatest miracle that has ever come into the lives of the people.

"I remember my own boyhood. When I came through the Middle West on the train the other day I remembered it so vividly that again I felt my feet half frozen in the ice-caked mud of those windy fields where I used to squat all day shucking corn. What a stifled life for the boy of those communities! I remember how I used to read about the outside world—ships on the ocean—places called France, Italy, New York City—but I could never see them. To see them was the dream of my life. And now that boy does see them.

"If the highbrow critics could only recognize the promise that pictures of real life hold for the future. If the people who spend millions on libraries which so few ever enter, would give one-tenth of it to the making of motion pictures with beauty and truth in them—binding together the world —teaching the world that there is no human difference between Frenchman and Englishman, Japanese and Jew—that we all human beings with the same emotions, delights and tears! That is life. And that is an art—an art that is not arty!"

Griffith subsided, a little shamed by his enthusiasm. His sceptic grin returned.

"Oh, well," he said, "these things are of the future."

Morning Telegraph
Jan 26

PENCIL SKETCHES OF CELEBS AT "DRUMS OF LOVE" PREMIERE

Evening Post
Jan 25, 1921

New Photoplays

D. W. Griffith's "Drums of Love" at the Liberty Theatre

BACK TO BROADWAY last night, bringing with him his first independently produced picture in almost a decade, came D. W. Griffith, the director now reverently referred to as "the pioneer" and "the master," and already a new myth among those who follow his cinema craft. His picture is "Drums of Love," it is announced at the Liberty Theatre, and it represents just about all that is typical, for better or worse, of his work.

For this ambitious and most recent undertaking Mr. Griffith chose the unambitious medieval legend of Francesca da Rimini: the story, replete with a tragic foreboding, of the great-hearted but deformed brother, his beautiful, young and unhappy wife, and his younger brother, of whom she is betrayed. The time in this version of the tale, is a hundred years ago. The place is a South American kingdom.

Granted this simple story, Mr. Griffith has sensibly retained its straightforwardness, touching it with those fine characterizations of his direction; a splendid and plausible handling of masses of people, a clear and almost three dimensional photography, and a certain resounding pageantry. Equally typical of him, and subject to less kind comment, is his old tendency, carried out with a studied sentimentality, to push his picture ten minutes past its proper, effective conclusion and close to absurdity.

As usual, Mr. Griffith starts his picture slowly, with a deal of finely done atmospheric matter, then launches into the story with the excursion of the younger brother into a

creeping toward each other before they die, to show them again as they lie dead in the chapel, with the husband kneeling in grief before a cross. And that could then has been gripping, however often celebrated in song and story, teetered on the edge of the really ridiculous.

Miss Philbin is called the star of "Drums of Love," but Lionel Barrymore, as the Duke Cathos de Alvia, is one of his finest screen roles, and swings away from the rest with a barbaric, tender, great-hearted performance. Miss Philbin, Don Alvarado and Tully Marshall are thoroughly submerged in the Griffith tradition of the registering of emotion by minute facial expressions, a trick submitted continuously as the prevailing manner of narrative.

In "Drums of Love" Mr. Griffith and his cast have, in Mr. Griffith's fashion, made a costume play vigorous. It is a considerable feat.

JOHN S. HUTCHENS

6

The Brooklyn Daily Eagle
Jan 25, 1928

The Cinema Circuit

By MARTIN DICKSTEIN

"Drums of Love" Has Its Premiere at the Liberty Theater—"Sharpshooters" the Current Attraction at the Roxy.

UNDER the peculiarly cinematic banner of "Drums of Love," the mellow legend of Paolo and Francesca now moves across the motion picture screen at the Liberty Theater, where last evening it had its first presentation under the august sponsorship of Morris Gest in association with Joseph M. Schenck. The playbill at the Liberty acknowledges and the stranger in the house may readily see for himself that the old Rimini tale has undergone a number of changes in the course of its transcription into a D. W. Griffith spectacle. But basically the story remains a recognizable treatment of the Paolo and Francesca theme which has inspired poet and painter and musician alike until now it becomes, as it does, a tragi-romance in celluloid.

"Drums of Love," this Griffith interpretation, avails itself of a South American locale in the middle years of the 19th Century. Here, it is brought out, the scions of two Portuguese families have established their domains—the De Alvias and the Granadas. Subsequently there is a fusion of the two factions when the fair Granadan princess, Emanuella, is given in marriage to the De Alvian leader, Duke Cathos, a fellow of ugly appearance and crooked of spine. This duke has a younger brother, the Count Leonardo, who is as beautiful to look upon as Cathos is not.

Thus the frailty of youthful flesh is brought, with Griffithian eloquence, to its inevitable conclusion when Cathos, returning from the wars to find his wife in his brother's arms, knifes them both to the heart.

A photodrama gorgeously mounted and superbly photographed, "Drums of Love" is yet considerably less than a brilliant achievement of the screen. Its story moves at a painfully hesitant gait which becomes ever more disturbing as its episodes, however lovely in composition, are unwound. Characteristic of Griffith, also, are

"Drums of Love."

Joseph M. Schenck in association with Morris Gest presents a motion picture produced by David Wark Griffith.

THE CAST.

Princess Emanuella.....Mary Philbin
Duke Cathos De Alvia, Lionel Barrymore
Count Leonardo De Alvia, Don Alvarado
Bopi ..... Tully Marshall
Archibald Wilson.....William Austin
Duchess De Alvia.....Eugenie Besserer
Duke of Granada.....Charles Hill Mailes
The Little Sister.....Joyce Coad

Pitts
Jan 28

"DRUMS OF LOVE"

(At the Liberty)

There are many film directors but there is only one Griffith. He has proved that again in "Drums of Love," another version of the Paolo and Francesco legend. The love story has been filmed in a simple, obvious and beautiful manner, as only D. W. Griffith can.

The leading characters are perfectly handled by Lionel Barrymore, Don Alvarado and Mary Philbin. The tragic ending may prove a financial handicap, but it is tragedy of the magnificent type and so adds to the lustre of Griffith as a creator of the artistic. "Drums of Love," is a beautiful picture.

Morris Gest in association with Joseph Schenck presents this picture, the first Griffith has made independently in several years.

Evening Graphic

Evening Journal
January 24, 1925

'Drums of Love' and

PAOLO AND FRANCESCA'S STORY TOLD BY GRIFFITH

By ROSS FELSWICK.

D. W. Griffith's latest production, "Drums of Love," opened at the Liberty Theatre last night. And, after the applause that greeted the premiere showing, the director appeared on the stage to take a bow and say a few words of thanks.

The story is a romantic and a familiar one. Based on the legend of Paolo and Francesca, it tells of a man who loved his deformed brother's beautiful wife. To quote the programme, "the story of Paolo and Francesca has inspired poets, painters, musicians and sculptors, and now the long line of artists is joined by the Master of the Newest Art."

In other words, the well known triangle involves Lionel Barrymore, as the misshapen Duke de Alvia, his brother, played by Don Alvarado, and Mary Philbin, daughter of the Duke of Granada, with whom the De Alvias had been carrying on a feud.

Mary Philbin.

For reasons of state, Barrymore marries Mary. Mary and his brother fall in love. The husband returns from war unannounced and finds the two together. Then, since the motto of the De Alvias is that there should be no stain on the family

Evening Journal
January 24, 1925

The New Photoplays

D. W. Griffith's 'Drums of Love' Arrives—'The Haunted Ship.'

By JOHN S. COHEN, Jr.

On the recurring screen of the Liberty, where, many years ago, his first superspecial, "The Birth of a Nation," helped to put an infant art on its feet, D. W. Griffith, assisted by none other than Morris Gest as master of ceremonies, presented last night his latest photoplay, "Drums of Love." It proved to be a well directed, if somewhat lengthily developed tragedy of amour, a revamping in a South American setting of the legend of Paolo and Francesca.

* * *

Perhaps its chief claims to fame are its revelation of the amazing fact that the first great figure of the movies, Mr. Griffith, is still an able and outstanding director, and the lovely and heartrending performance

at the end was whole-hearted, I am sure—but a minor ripple of handclapping which broke out during the film at a closeup of Tully Marshall, as a venomous court jester, laughing open mouthed and sardonically, mystified me. The mystification continued until my

The Old Master
Starts Dealing for
"Drums of Love"
Telegram
Jan 25, 1928

Griffith's New Picture Begins at the Liberty

By LEONARD HALL

Joseph M. Schenck, in association with Morris Gest, presents D. W. Griffith's newest cinema creation, "Drums of Love," with Mary Philbin, at the Liberty Theatre, world premiere Tuesday evening.

THERE is some significance in the program line quoted above—"newest cinema creation." There must be a concerted at the wailing wall to weep for the days when the Old Fox of Mamaroneck had made darned good movies, washed up and went home.

Griffith, first American genius of the infant photoplay, used to light one of those vile Woodbine cigarettes, call his current picture "this baby," tell all he knew about films to the assembled newspapermen—and some of it was plenty cynical. Now he grinds out a "Drums of Love," and it is called a "cinema creation." Lo, how are the mighty fallen!

What D. W. has done in this picture is a ponderous, slow-paced costume drama, with not a single new trick of his mighty trade to bring his public up on the ends of its settees.

THE story, briefly, is that of Paolo and Francesca, transported to South America and moved to the centre of the eighteenth century.

As in the great love story of ancient Rimini, a young lady, wedded to a misshapen hulk of a man for reasons of state, falls in love with his handsome brother, with extremely tragic results. Caught flat-footed by the hump-backed husband, both die in the sacred name of honor.

Now, this is a very excellent dramatic theme, though unpleasant enough in some of its aspects, and Griff has succeeded in getting a good deal of color into it—even starting it off with a rousing cavalry charge that packs a poke.

Then, sadly but irresistibly, it goes dead with interminable closeups that do not register sufficiently to forgive their length and frequency. In the last two reels it comes to life, under the spell of the passionate and tragic climax. And then, almost at the very end, with both young lovers lying at the point of death after having blown Commandment VII. into a thousand smithereens and betrayed the love and trust of a devoted brother, D. W. has the almost superhuman nerve to throw a spotlight upon the Crucifix. Surely this man is the most colossal cynic in the world of cinemas!

LIONEL BARRYMORE absolutely dominates the picture. His character, that of the cruelly botched brother who underneath the shaggy exterior has a true heart of gold, is the only genuinely appealing one in the film—he is interesting. Moreover, the eldest Barrymore, stuffed out with three or four sofa pillows fore and aft, gives a good performance.

Mary Philbin, in blond hair that makes her astonishingly resemble the Mary Miles Minter of ten years ago, barely lives as the young princess. Her lips move slightly at times, but that is all. She is a gorgeous Christmas doll baby for little Mary Elizabeth. But some of her close-ups are almost excruciatingly lovely.

Don Alvarado, one of the sensuous young Latins who are still somewhat in vogue in the films, gives a modest, unassuming show as the young brother who tosses loyalty over his shoulder for unblessed love. He is a fine figure of a young fellow and does what is expected of him.

These three make "Drums of Love," though the ever-able Tully Marshall has a few good minutes as the baleful clown who tips off the husband to what is going on at home.

GRIFFITH and three talented cameramen, including that wizard of the whirring box, Billy Bitzer, who shot all D. W.'s earlier films, deliver some shots of both stirring and caressing loveliness. Much use is made of these trick screens for backgrounds, with living figures down front.

Reviewing a Griffith picture is like nothing else in the experience of an American picture fan. For, after all, D. W. has been our first and foremost, our best beloved, our pet genius whom we could always flaunt when the great lords from overseas—the Murnaus, the Lubitsches and the Stillers—arrived, with their great bags of tricks to show us how it is done. And that's why it's so tarnation sad when the Grand Old Man turns out a "Drums of Love."

Evening World
Jan 25, 1928

REEL REVIEWS

By George Gerhard

DAVID WARK GRIFFITH—the Griffith of "The Birth of a Nation"—returned to Broadway last night with all his uneasiness to present a screen version of "Paolo and Francesca," at the Liberty Theatre, under the title of "Drums of Love."

Being a screen version, the story it tells is markedly different than those other versions of Liszt and Tchaikovsky, Monte and Longfellow, and all other artists who have addressed themselves to the story of the Adonis and the wife of his crippled brother.

Never perhaps, though, has a more beautiful version been made than this one of Griffith's. For here the sheer beauty of the story's settings is breathtaking. And the feminine character is portrayed by one of the most beautiful young women in Hollywood.

One wished, however, that a few of those Hollywood liberties had been taken to add a little more content to the story and to heighten its tempo. For, as the picture stands, it is so sure that one waits for minutes on end for things to happen. This may be due in part to the plentiful supply of close-ups put into the picture by the pioneer director, for hundreds and hundreds of feet of film are used up while the leading characters simply stare at each other for whole minutes. It might be said in extenuation, however, that D. W. Griffith invented the close-up, and who has a better right to use anything than the inventor?

Lionel Barrymore gives one of the best portrayals in his career as Duke Cathos, the brutal bull-necked, hump-shouldered cripple, who is deeply sensitive of his afflictions. At all times he gives the impression of super-human power, and on some occasions he uses that power to the dismay of his tormentors. Barrymore makes one feel the strength and the brutality of this character, but he also is swayed throughout the story by his abiding love for his young brother, this being the only redeeming quality in his make-up.

Mary Philbin, however, does not move one as a Francesca da Rimini should. True, she is always beautiful, but most of the time she appears unemotional and cold, and the slow motion of the story heightens this impression.

Don Alvarado, the young brother and lover, is excellent, his choice for the part being a felicitous one. And Tully Marshall gives a very acceptable performance as a sort of court jester.

"Drums of Love" is an excellent opus, and one of the most beautifully mounted things ever brought to the screen, but David Wark Griffith has surpassed the picture on several occasions.

Brooklyn Union
Jan 25, 1928

Love Legend on the Screen

"Drums of Love," a film version of the love story of Paolo and Francesca, with its geographical atmosphere set in South America during the middle of the eighteenth century, was presented by David W. Griffith producer of "The Birth of a Nation," at the Liberty Theatre, Manhattan, last night, where the colorful photoplay was well received, and Mr. Griffith spoke his thanks to everybody concerned with the making of the production, including Morris Gest, who is making his bow in the motion picture field.

The story of the legend, which became a historical fact, was arranged by Gerrit J. Lloyd, with the period becoming that of Dom John VI of Portugal, who removed his court to the new world. With the change of locale, of course, it was possible to infuse more life and color into the tragic romance. The legend of a mighty but deformed chieftain and a handsome young brother, both of whom loved the same maiden, thrived among the nomadic tribes of Asia and Europe thousands of years ago, and in the thirteenth century it became a fact in the ancient city of Rimini, Italy, when Paolo, handsome and attractive, [illegible] Francesca, beautiful wife of the misshapen brother.

Duke Cathos De Alvia, a powerful hunchback, capitally acted by Lionel Barrymore, and Count Leonardo De Alvia, portrayed by Don Alvarado, who is coming to the front in sheik roles and is acclaimed by some as the successor to Valentino, are the two brothers in the screen version of the legend. Princess Emanuella, essayed by Mary Philbin, is the Francesca of the film, and Miss Philbin imparts considerable beauty and charm and vivacious acting as the woman whose love brings about such tragic consequences to her lover and herself.

The brothers have sworn a solemn compact of faithfulness unto death. After Cathos' marriage to Princess Manuella, ending war between two powerful families, Cathos is called away to suppress an insurrection, and he leaves his wife in the care of his younger brother. The hunchback's clown, Bopa, impersonated by Tully Marshall, acts as the spy when he discovers that the relations of Manuella and Leonardo are not quite sisterly and brotherly. The manner in which he peeps into the room when they are in affectionate embrace is effectively done. Miss Philbin, who is presumably conscious of her vows as the wife and of her brother-in-law's trust, attires herself stunningly, revealing every atom of her sex appeal, so that the spectator can very easily run ahead of the story if he does not know the legend or nature of screen plots.

There is a heavy stratum of love-making, including passionate kisses and embraces, conveying the impression that really no cloud of a double sense of fidelity rested on their consciences. Nevertheless, the story moves forward with suspense and animation, and there is a tragic finale when Cathos, apprised by his clown that all is not well in his household, rides home from the battlefield to find the tale is only too true. Cathos stabs his wife and brother and lays them side by side in death, and the pledge of faithfulness unto death is fulfilled.

"Drums of Love" is a sumptuously produced photoplay, and pictorially it is a delight to the eye. Mr. Barrymore's portrayal stands out as a masterly characterization, and he is superb in his facial expressions in the close-ups. While his appearance is foreboding and at times terrible, he makes himself understandably human and sympathetic, even in the scene when he dooms his wife and brother for their breach of trust. "Drums of Love" takes rank among the great photoplays of the season.

Telegraph Jan 26

GRIFFITH'S "DRUMS OF LOVE" WINS APPLAUSE AT PREMIERE

D. W. Himself Makes a Very Unnecessary Apology in Curtain Speech

By IRENE THIRER.

"Drums of Love," a United Artists production, directed by D. W. Griffith and presented at the Liberty theatre.

THE CAST

Princess Emanuella	Mary Philbin
Duke Cathos de Alvia	Lionel Barrymore
Count Leonardo de Alvia	Don Alvarado
Don Juan	Tully Marshall
Lieutenant Winter	William Austin
Duchess de Alvia	Florence Dagmar
Duke of Granada	Charles Del Monte
Maid of Honor	Joyce Coad
The Louis Quinze	Edgar Kent

In a curtain speech to a wildly enthusiastic first night audience at the Liberty theatre last evening, D. W. Griffith told in broken tones of having made another film which he supposed wouldn't mean much to the box office.

"I haven't any brains, I guess, so far as that part of the business is concerned," the director declared. "And although I really intended to try and hit public approval with this piece, I went ahead and did something different again. I am glad if you liked it."

Allow us immediately to disagree with Mr. Griffith. "Drums of Love" ought to be pulling them in at the Liberty when lots of other

Lionel Barrymore, Mary Philbin and Don Alvarado.

Broadway pictures have faded into neighborhood houses. It has all the elements of a money-making production.

There are lavish sets, beautiful clothes, battle thrills, red-hot love scenes and a tiny bit of villainy. If the eminent D. W. decided upon one of those unhappy endings, it really doesn't detract at all from the audience appeal of the whole thing.

* * *

Griffith has given us some powerful camera work and startling lighting effects. His close-ups are charming, but too prolonged and they come too often. In fact, the film's principal fault is that it dwells too long on certain sequences and repeats occasionally exactly what action has gone on before. "Drums of Love" can stand a good bit of cutting to liven its tempo. There's too much of everything.

* * *

Our well beloved D. W. has completely transformed Mary Philbin's personality. He has concealed her chestnut tresses under a beauteous blonde wig. He has gowned her in clothes which enhance her delicate beauty a thousandfold. And he has made the most of her histrionic prowress. She gives a thoroughly entrancing performance, and there's none who can deny it.

* * *

Don Alvarado, a handsome young newcomer is the juvenile lead of the piece, and his work is deserving of much praise in most sequences. Young Don, however, has a tendency to overact, and his final scenes seemed to us strained.

Lionel of the Barrymore family, as usual, steals the show. His hunch-back makeup and limping gait is naturalness to perfection. Of the supporting cast, Tully Marshall, William Austin and little Joyce Coad should certainly be mentioned for heartily co-operating with Mr. Griffith and the featured players.

* * *

And now that we've told of the cast, let us describe briefly what the director and his scenario writer, Gerrit J. Lloyd, have endeavored to give us in theme.

It is South America in the middle 19th Century. Don John VI of Portugal has moved his court to the new world.

A feud exists between the castle of De Alvia and the castle of Granada. At De Alvia, Duke Cathos, ungainly, gallant-hearted hunchback is head, assisted by his greatly loved brother, Count Leonardo. Despite his unattractive appearance, Cathos is a valiant soldier, and it is only on the consideration of marriage between the two houses that the Duke of Granada believes the feud will cease. Thus, the beautiful little Princess Emanuella is brought to De Alvia to wed Cathos. And she falls desperately in love with his young brother Leonardo. And is loved in return.

* * *

Follow then a series of passionate interludes between the lovely Mary and the handsome Don, which Griffith terminates by having them die at dagger points rather than stain their honor. The concluding scenes brought out many handkerchiefs last night, and will probably continue to do so for some months. But then—doesn't one always weep over a D. W. Griffith production?

The Screen In Review

"Drums of Love"

LIBERTY

Mary Philbin—Lionel Barrymore—Don Alvarado

A PERSONAL HELLO my friends and the usual compliments. It hurts me more than it does you to agree with D. W. Griffith in his personal statement that he is probably wrong again with "Drums of Love."

Wrong of course, in the box-office point of view. For there is little on the surface of the picture to attract the multitudes that must line up with their quarters and halves, and dollars if a tremendous profit is to be extracted from an artist's investment.

[illegible] intelligent and tireless showmanship, with a genuine campaign of exploitation and publicity, it is conceivable that the masses may be caught off their feet. But it will require brilliant showmanship to the exhibitors and from them to the public. And the age of cinema showmanship seems to have slipped past.

There is but one selling angle on "Drums of Love," and that is sex. Call it love if you will. Whatever you call it, "it" dominates the story. If it is sold as a red-hot love story—the love story of all time—the classic love theme of all the ages, it may be possible to draw it across with a box-office bang. The title itself is a dud. And the names, great as they may be, have small sales appeal. There is but one way—sell sex with sex.

Now that this box-office nonsense is attended to, I may be permitted to indulge in some slight mixture of salaams and slams. In the first place, annoying as it may have been to the intelligentsia, the first night audience was perfectly within its rights in bursting into spontaneous applause at the utterly exalted beauty of several scenes. For sheer pictorial splendor I fail to recall anything excelling some of the magic shots with which Cameramen Billy Bitzer, Karl Struss and Harry Jackson have endowed this drama.

For his latest work D. W. has selected a theme more fitting to opera than to motion pictures. It is the macabre tale of Francesca da Rimini, her hideous husband, and her passionate Paolo, his brother. Perhaps to lessen the costume curse, these three have been re-named and transported to another age. As Princess Emanuella Granada, Duke Cathos de Alvia and Leonardo de Alvia, they follow Don Juan, of Portugal, to South America on that more or less merry jaunt in which he removed his entire court to the land of the Incas. This was a mere century ago.

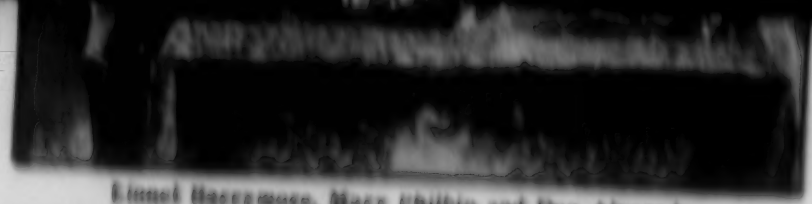
For reasons of state the Princess is wedded to the hunchback. And when the mighty, twisted man, is called to lead his legions, the frail wife is left to the protection of the slumbrous-eyed Leonardo. The inevitable occurs, and through the medium of an Iagoan figure, Cathos is enabled to apprehend the couple in *Flagrante delicto*. The honor of his house requires that they pay for sweet hours with the eternity of death. Broken-heartedly, Cathos slays them with a sob and a dagger, kissing each a long adieu with tearful lips.

The first half of the drama is lengthy to the point of tedium. It consists principally of a series of disjointed flashes of an irritating brevity. While the characters are established, an atmosphere created, and one or two interestingly stirring shots injected, the continuity is decidedly poor, and the audience tires waiting for something to occur. The entire first half may be immensely benefitted by going back over the cut-outs, building up a few incidents and eliminating many more. Incidentally, the comedy relief provided by William Austin has been so nearly deleted that it would be better to cut it out entirely. The slight bit that is left detracts from the story—and gets no laughs.

The second half has some super drama. Here we have the conflict between the passion of the youthful lovers and their desire to remain true to the trust reposed in them by Cathos. Of course, their half-hearted efforts to avoid Destiny are entirely futile. Weak swimmers in the sea of life, they are inevitably swept into the maelstrom of desi[illegible] the film Mephisto has [illegible] with laughter.

Then on the ni[illegible] lovers in each, othe[illegible] dawn which is t[illegible]

OVERSIZED DOCUMENT FILMED IN SEVERAL FRAMES



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For reasons of state, the Princess is wedded to the hunchback. And when he, ugly, twisted man, is called to lead his legions, the frail wife is left to the protection of the chivalrous Leonardo. The inevitable occurs, and through the medium of an Indian sorcerer, Cathos is enabled to apprehend the couple in flagrante delicto. The power of his brain requires that they pay for their hours with the eternity of death. Broken-heartedly, Cathos bars them with a rope and a dagger, giving each a long taper with fearful life.

The first half of the drama is lengthy to the point of tedium. It consists principally of a series of disjointed flashes of an irritating brevity. While the characters are established, an atmosphere created, and one of two increasingly stirring shots injected, the continuity is decidedly poor, and the audience tires waiting for something to occur. The entire first half may be immensely benefited by going back over the cutouts, building up a few incidents and eliminating many more. Incidentally, the comedy relief provided by William Austin has been so greatly reduced that it would be better to cut it out entirely. The slight bit that is left detracts from the story and gets no laughs.

The second half has some entire drama. Here we have the conflict between the passion of the youthful lovers and their desire to remain true to the trust reposed in them by Cathos. Of course, their half-hearted efforts to avoid fleeting are entirely futile. Weak swimmers in the sea of life, they are inevitably swept into the maelstrom of de[illegible] Sin. Mephisto has [illegible] laughter.

Then on the [illegible] lovers in each, oth[illegible] dawn which is t[illegible] their final tryst [illegible] spirit has been [illegible] the fervor of their kisses. He begs Leonardo for the word which will give the lie to that which he has seen. "I am not hard to deceive," he pleads. But they refuse him the solace of falsehood. Then the last sad embrace, and the swift poinard, a shot of the crucifix and Cathos trying to pray.

That is the story.

In the second half Griffith has pyramided his suspense to a terrific climax. The only criticism is that here again sequences are far too long and drawn out. It may sound like sacrilege, but the picture needs snapping up.

Throughout the picture Barrymore dominates each sequence. As the tortured Cathos he leaves little to be desired. It is a part after his own heart, and makes one wish for Neri and "The Jest" again. Mary Philbin, as the princess, will surprise all who fail to remember her excellence in "The Merry-Go-Round" with her exquisite portrayal. In at least three scenes she contributes acting memorable for its depth and truth. Tully Marshall, as usual, makes the most of his time before the camery, and is thoroughly effective. Don Alvarado, a sensitive-faced boy whose visage is yet unmarked by any definite character renders a pleasing performance as the lover.

Without doubt the picture and those in it, have their great moments. But, all in all, I fear the "Drums of Love" are somewhat muffled.

Telegraph, Jan 26, 1928

THE MOST DISTINGUISHED SPECTATOR AT LIBERTY PREMIERE

DAVID WARK GRIFFITH Was Very Much Among Those Present at the Opening of His Latest United Artists Photodrama, "Drums of Love," at the Liberty Theatre Last Night and Received the Congratulations of a Lobby-ful of Admiring Friends.

N. Am. Daily
Jan 26 1928

Pictures

HIGH merit stalks through "Drums of Love." It is a tragedy, treated so delicately and beautifully by Griffith that in many sequences applause rang through the Liberty last night. Fittingly, too.

D. W. has turned for his background to South America of the early Nineteenth century and against that canvass has painted — literally — a colorful story of youth, love and honor. Where the unusual and worthwhile are appreciated this production will score instantaneously. Where the saccharine is demanded the commercial future of "Drums of Love" is unfortunately in doubt.

It is of the type to which motion pictures must turn if they would emerge from the quagmire of the obvious and dumb. To Griffith, of course, goes a laurel wreath. The cast superb —everyone. Lionel Barrymore scores in a splendid role; Mary Philbin responds to magnificent direction. Don Alvarado registers emphatically.

Mary Philbin Is E

Tragedy Well Filmed

Old Story of Paola and Francesca in South American Settings, Full of Pictorial Beauty—Griffith's Best.

By BLAND JOHANESON.

"DRUMS OF LOVE," at the Liberty, is a beautiful Griffith film. In it the director has abandoned the stark treatment of tragedy which made his past productions such violent tear-jerkers. He has handled this tragic love story delicately. It leaves your eyes dry. But you are held and enchanted by the sheer pictorial beauty of the action as it leads to the lover's death.

Mr. Griffith has used the story of Paola and Francesca, taking the justifiable liberty of shifting the scene to a South American court. It is the story of the love of a deformed tyrant's bride for her handsome brother-in-law.

MARY PHILBIN plays the bride, Emanuella. She is exquisite. Lionel Barrymore is splendid as the horrible husband. Don Alvarado does the best work of his career as the lover. Tully Marshall plays the Duke's henchman. The camera beauty of "Drums of Love" is its greatest strength. One shot of Lionel Barrymore riding to surprise the lovers brings cheers from the audience. The close-ups of Mary Philbin are lovely.

MARY PHILBIN.

The legendary atmosphere of the picture and the obtrusiveness of an effective musical score combine to make "Drums of Love" seem almost operatic. It is a curious impression. You feel that you are watching something very unreal and dreamlike. Probably that is why you do not cry. The story seems too pictorially beautiful ever to have had life.

At the opening performance, Mr. Griffith made an effectively choked little speech, deploring that he might have made another box office failure. "Drums of Love" may be only a moderate box office success. But there seems to be every chance for it to make money. It is not a great picture, but it is a good picture.

NEW YORK HERALD

ON THE SCREEN

By Harriette Underhill

"Drums of Love"—Liberty Theater

[illegible]

With a musical score so appealing to the ear as the picture itself is appealing to the eye, "Drums of Love," a silent drama, opened last night at the Liberty Theater. It is the story of Paola and Francesca once more which D. W. Griffith offers, but transplanted to the soil of South America and living only a century ago. The immortal lovers here become Emanuella and Leonardo; for them lurks six a Princess from Granada and a Prince from Cathos. To us the picture became merely story and film. So skillfully has Mr. Griffith chosen his hero and heroine that one cannot even fancy sitting through the show length without the many close-ups of the two graceful young persons who grace the screen. The Princess is played by that lovely and virginal actress Mary Philbin. Don Alvarado is the unfortunate lover who dies for his love.

There are close-ups of Miss Philbin swooning as she gazes into the eyes of her husband's beloved brother, and close-ups of Don Alvarado with his black eyes like two deep pools of love inviting his loved one to drown herself in their depths if she dares. We fancy that if the censors have seen Mr. Griffith's new picture they must have turned to each other in utter perplexity at the end and remarked: "Hang it all, this isn't right, you know—it's provocative and all like that—but what can we do about it?" So it seem's they didn't do anything about it.

We approve of all of it, but we know how we should have felt about it if any number of different stars we could name had been cast in the roles of Paola and Francesca. So beautiful were the hero and heroine to look upon that the spectators again and again broke into wild applause as they gazed.

Seldom has John Barrymore made a picture without a portrait of Mr. Hyde, of Jekyll and Hyde, and now Lionel Barrymore is presenting him on the screen. Probably Mr. Barrymore had no thought of this when he prepared his Duke Cathos de Alvia, the ugly hunchback who married the beautiful Emanuella so th peace might reign in both kingdoms. But he does resemble that Mr. Hyde. He was a noble soul, too; but not sufficiently noble to hold the heart of his young wife when he went away to the wars and left her under the protection of his brother. All might have gone well if Tully Marshall, who as usual plays the menace, had not spied n the lovers and then hopped away to bring back the lord and master to spy on his household. De Alvia cries out in his anguish, begging his brother and his wife to tell him that they are innocent. He will believe them! But when they can only turn horrified and guilty, faces to him, he slays them both.

We always have felt that Francesca was a woman sorely tempted, but in "Drums of Fate" she appears to be the temptress. After decorating and perfuming her lovely person, the princess follows the man she loves into the garden and says: "I grieve for your suffering, my brother, but we must be strong." And then she remains to grieve in his arms. This would not, to our mind, indicate true contrition!

Perhaps we are wrong, but we feel that the picture has at least one scene too many. After the lovers were killed we took no more interest in anything; and the end should have come with the beautiful scen showing the two lying dead with their faces turned to the crucifix as they pleaded for pardon from their Heavenly Father. The next scene of the dead lovers lying with their hands clasped in death by a sorrowing husband and brother seems dedecidedly anticlimactic.

The photography is beautiful, needless to say, and the titles are much better than usual. "Drums of Love" pleases us, but we doubt if it will be popular with the majority. It is too sad and sweet and slow; and, still, after all these centuries, merely a legend.

After the picture was finished the audience refused to go home until D. W. Griffith had made a speech. David Belasco sat across the aisle from us, and he stayed for it all, including the speech.

'DRUMS OF LOVE' CINEMATIC GEM OF COLOR AND ACTION

By REGINA CANNON

Motion Picture Editor N. Y. American.

"DRUMS OF LOVE," D. W. Griffith's latest production, had its initial showing before an enthusiastic audience at the Liberty Theatre last evening. Such distinguished guests as Max Reinhardt, David Belasco and Morris Gest, the last of whom presented the picture, were among those present in a celebrity-packed house.

Mr. Griffith, who has not had a really good story to work with since "Broken Blossoms," suddenly found himself in possession of a script which intermingled the high spots of two celebrated romances, the most famous of which was the love theme of Paolo and Francesca. To be sure, the director himself conceived the idea of "Drums of Love," which may or may not account for the enthusiastic manner in which he attacked the story.

Colorful Story

There is so much to be said for the latest Griffith screen product that one is at a loss to know where to begin passing out the praise. The story itself abounds in color, the period being the middle of the nineteenth century; the setting, South America. The action occurs during the time that Don John VI. of Portugal moved his court to the New World.

With so vivid a background on which to weave a picture pattern it is little wonder that the pictorial beauty alone of this production is worth the price of admission. Each individual "shot" is an artistic treat as to composition and lighting and bears the stamp of the genius who paints his pictures on celluloid.

"Drums of Love" bears silent testimony to a terrific amount of work. It is put together with all the detailed care employed in the solution of a picture puzzle. Characters are definitely established, bits of business occur which have direct bearing on situations to follow, and the story itself builds to a thrilling and surprising climax. Coincidence, that lazy method of the cinema story-teller, is conspicuous by its absence

The romance deals once again with the eternal triangle. A burly, deformed duke loves and marries a beautiful princess. His gentle, handsome brother falls in love with the lovely lady and she with him. The duke is called to the wars. His wife and brother stay at home. Well, some call it melodrama; others, fate. At any rate, its unreeling holds one spellbound for two hours.

Lionel Barrymore is seen in the role of the ugly duke and gives a stunning, convincing and restrained performance. Don Alvarado is excellent as the lad who loves too well, and Mary Philbin, looking like an extremely youthful Corinne Griffith in many of the "shots," gives the best performance of her career.

You will want to see "Drums of Love" more than once. It is packed with suspense, action, thrills, beauty and love interest. It will insure the exhibitor of shekels and the spectator of the finest in film entertainment.

The New Film

AT THE LIBERTY
"DRUMS OF LOVE"

[illegible]

An event took place in the movies on the screen was a Barrymore acting a principal part under the direction of David Wark Griffith, while out front and all about the foyer and outer vestibule Morris Gest, the official exhibitor, owing to it that an extremely fussy audience was kept in comfort, an audience composed of persons both important and impeding, an audience which held no less a pair of illustrious ones, if you please, than Mr. Belasco of New York and Mr. Reinhardt of Berlin.

Though the circle had trimmed a treasureful of nicely attired first nighters and on the sidewalk before the Liberty stood luxurious as if in a dance waiting and watching for the celebrated to put in an appearance.

All this came as a quite natural sequence in the presentation for the first time of Mr. Griffith's new picture play "Drums of Love," upon which, we are told, a year's effort had been expended, and in which the United Artists, to which Mr. Griffith has returned after a few years' absence, had placed confidence no end. "Drums of Love" is a costume romance based on the sweet old theme of Paolo's love for Francesca, the latter the beautiful wife of Paolo's hunchback and pitiable brother.

As done by Mr. Griffith its locale has been transported from the legendary spot in Italy to the fresher and more intimate field of South America, and into its leading parts have been placed Miss Mary Philbin as Princess Emanuella, Lionel Barrymore as Duke Cathos de Alvia and Don Alvarado as Count Leonardo de Alvia.

It seemed to me that I had not seen in all my days before cinema screen episodes photographed in so altogether exquisite fashion as these, and at the conclusion of the narrative I found a really distinguished and lovely treatment of that last, tragic stroke in which one proud and tormented brother through jealousy stabs to death his innocent brother and his equally innocent wife, to forgive them in death.

All the fine sense of camera and light and pace which is Mr. Griffith's is brought into play in this piercing and compelling moment and makes of it one of the genuinely brilliant passages among all the Broadway picture plays.

"Drums of Love" moves with the customary Griffithian deliberation, and its playing generally is of the type sure and unconcerned with tricks and studio mechanics, its telling, therefore, appearing at times lazy and noticeably lacking in spirit and pace.

I do not know what may be the effect upon forthcoming audiences of so altogether unhurried a method, but last night's gathering made its own reaction clear by remaining fast in its seats until the last faint foot had fled and until the director himself mounted the stage and delivered his speech. It may be the audience realized that what it had come to see was the acting out of nothing more nor less than an intense and devious love story, and therefore sat back willing to permit the director to spin it in his own good time.

The playing of the principals is excellent throughout, with the exception of perhaps one or two brief lapses into theatricalism by the heroine. Mr. Barrymore has done nothing better.

You will go to the Liberty and see a typical D. W. Griffith romance, done with all the finish and beauty which come so readily to the screen of any D. W. Griffith romance, and I don't know what more could be expected.

QUINN MARTIN.

YORK TIMES, WE

THE SCREEN

By MURDAUGH HALL

Paolo and Francesca!

[illegible]

David W. Griffith's "Drums of Love," a pictorial version of the tragic legend of Paolo and Francesca with a background of South America in the middle of the nineteenth century, was presented last night under the auspices of Morris Gest at the Liberty Theatre. The manuscript for this film was furnished by Gerrit J. Lloyd, but the action and the principal characters are virtually the same as in the story of long ago.

It is a picture with unrestrained love scenes and prolonged kissing episodes. One might imagine that it would be immensely pleasing to a Parisian audience, for the element of sex dominates the whole affair, which, considering its origin, is about what one might expect. It has been produced with a certain artistry, except for a closing incident which adds nothing to the picture and might better have been omitted. Mr. Griffith has succeeded in setting forth his narrative with a good deal of suspense and Lionel Barrymore gives a forceful portrayal of Giovanni, the Cripple, or, as he is known in this photoplay, the Duke Cathos De Alvi. The Duke is a hunchback, a man of immense physical strength, who is devoted to his exceedingly good-looking brother, Leonardo.

Mary Philbin is indubitably attractive in gowns that seem more suited to a siren than to Francesca. It hardly seems as though she tried to avoid any mésalliance, for she seems to array herself in creations intended to attract Leonardo.

Mr. Griffith would have done well to give a suggestion of subtlety or poetry to the subtitles, for more than once the utterances of the characters belie their intentions. This is, of course, the desire of the producer, but it would nevertheless have been far more satisfactory to include in the captions phrases that were less hard and contained an element of charm.

Don Alvarado plays the part of Leonardo, who is the Paolo of the story. His performance is praiseworthy and he is handsome. Sometimes there is a lethargy about his actions, but Paolo himself may have been guilty of stealing time when in the rapturous Francesca's presence.

Tully Marshall figures as the Court Jester or Bopi. Mr. Marshall is capital in those scenes where he discovers the love between Leonardo and Emanuella, as the heroine is known. Bopi is not quite satisfied and therefore before going forth to inform his fiery master, he decides to make sure, and the manner in which he spies upon the lovers is arranged skillfully.

Mr. Griffith takes advantage of his South American background and his Portuguese characters to bring into his production soldiers and fighting. The frightful Cathos is away on the battle ground while his brother enjoys the company of the alluring Emanuella. Cathos is very much inclined to look upon Bopi as a liar. In fact Cathos beats the jester for telling him the truth, but subsequently Cathos, after explaining to his second-in-command that he has recently been married, hastens to his castle home to verify the story. He is seen outside, a sinister figure, waiting, and above in her room is the almost regal Emanuella. She is torn between right and love. She even kneels and prays before a crucifix, but in the end she walks toward the window. Then she hesitates but finally she pulls aside the curtain and the wedge of light cuts the darkness that covers the two brothers in different places.

Mr. Barrymore not only gives a conception of terrific strength, but through the combing of his hair, the loose breeches and the half-hump on his back he makes his presence forbidding, but sympathetic. His eyes seem to burn from their sockets and his hands appear to be abnormally large. His first appearance before Emanuella is splendidly filmed. It it like gazing upon a lion and a lamb.

Following the screening of "Drums of Love," Mr. Griffith appeared upon the stage and made a short talk, in which he thanked those who had helped him. Among others, he mentioned the players and Mr. Gest.

PUBLIX THEATRES

ADVERTISING - PUBLICITY - EXPLOITATION

Campaign

Subject Drums of Love

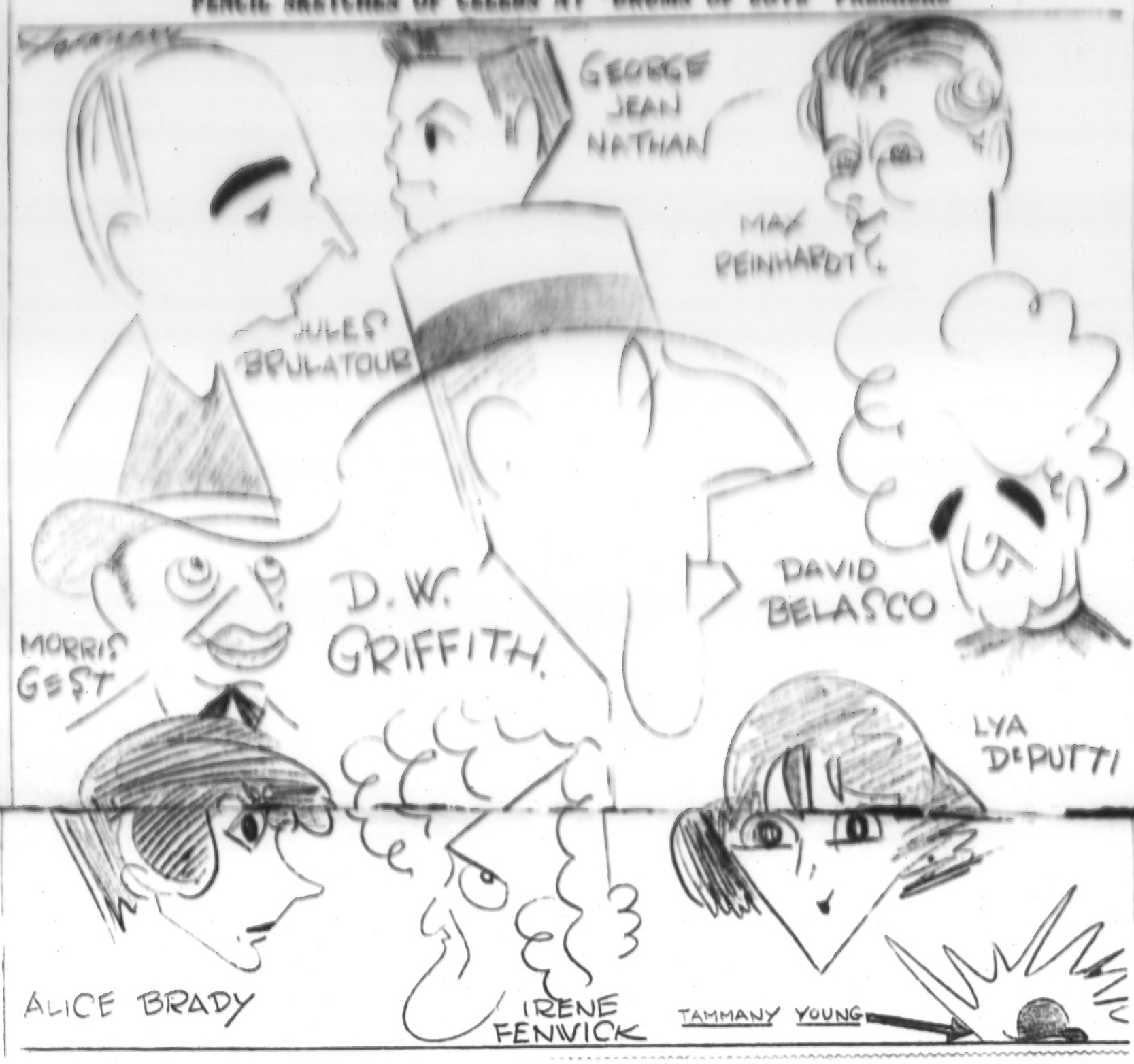
Theatre

City

Form No. 1425

Morning Telegraph
Jan 26

PENCIL SKETCHES OF CELEBS AT "DRUMS OF LOVE" PREMIERE



Evening Post
Jan 30, 1918

New Photoplays

D. W. Griffith's "Drums of Love" at the Liberty Theatre

BACK TO BROADWAY last night, bringing with him his first independently produced picture in almost a decade, came D. W. Griffith, the director now reverently referred to as "the pioneer" and "the master," and already a new myth among those who follow his cinema craft. His picture in "Drums of Love," it is mentioned at the Liberty Theatre, and is represents just about all that is typical, for better or worse, of his work.

For this ambitious and most recent undertaking Mr. Griffith chose the unambitious medieval legend of Francesca da Rimini: the story, replete with a tragic foreboding, of the great-hearted but deformed brother, his beautiful, young and unhappy wife, and his younger brother, of whom she is betrayed. The time in this version of the tale, is a hundred years ago. The place is a South American kingdom.

Granted this simple story, Mr. Griffith has sensibly retained its straightforwardness, touching it with those fine characteristics of his direction: a splendid and plausible handling of masses of people, a clear and almost three dimensional photography, and a certain resounding pageantry. Equally typical of him, and subject to less kind comment, is his old tendency, carried out with a studied sentimentality, to push his picture ten minutes past its proper, effective conclusion and close to absurdity.

As usual, Mr. Griffith starts his picture slowly, with a deal of finely done atmospheric matter, then launches into the story with the excursion of the younger brother into a

creating inward rack under before they die, to show them again as they lie dead in the chapel, with the brothers kneeling in grief before a cross. And what until then has been gripping, however often celebrated in song and story, wobbles on the edge of the nearly ridiculous.

Miss Philbin is cast in the role of "Drums of Love," but Lionel Barrymore, as the Duke Gaston de Alvarez, rises to one of his finest screen roles, and wins away from the cast with a barbaric, tender, great-hearted performance. Miss Philbin, Don Alvarado and Polly Marshall are thoroughly submerged in the Griffith tradition of the registering of emotion by minute facial expressions, a trick submitted continuously as the predominant manner of narrative.

In "Drums of Love" Mr. Griffith and his cast have, in Mr. Griffith's fashion, made a costume play vigorous. It is a considerable feat.

JOHN S. HUTCHENS.

the prospective bride of the Duke. The battle scenes, the pageantry (accompanied by some deafening orchestration in front of the screen), and the unhappy love-at-first-sight moment are done to perfection; and so, too, is the growing and illicit passion of the lovers, their conscience-stricken wretchedness after the husband and brother has again gone away to war, and the traditional killing of the guilty upon his homecoming. But with the latter for a logical ending the picture does not stop. Mr. Griffith has seen fit to depict the nearly-dead

Evening Journal
January 24, 1925

'Drums of Love' and

PAOLO AND FRANCESCA'S STORY TOLD BY GRIFFITH

By ROSS FELSWICK.

D. W. Griffith's latest production, "Drums of Love," opened at the Liberty Theatre last night. And, after the applause that greeted the premiere showing, the director appeared on the stage to take a bow and say a few words of thanks.

The story is a romantic and a familiar one. Based on the legend of Paolo and Francesca, it tells of a man who loved his deformed brother's beautiful wife. To quote the programme, "the story of Paolo and Francesca has inspired poets, painters, musicians and sculptors, and now the long line of artists is joined by the Master of the Newest Art."

In other words, the well known episode involves Lionel Barrymore, as the misshapen Duke de Alvia, his brother, played by Don Alvarado, and Mary Philbin, daughter of the Duke of Granada, with whom the De Alvias had been carrying on a feud.

Mary Philbin.

For reasons of state, Barrymore marries Mary. Mary and his brother fall in love. The husband returns from war unannounced and finds the two together. Then, since the motto of the De Alvias is that there should be no stain on the family [illegible] and a knife in his own hands and kills the two.

Pictorially, "Drums of Love" is a beautiful production. It has some striking settings and exquisite photography. The locale is that of South America in the days when it was first settled by the Portuguese.

The picture moves much too slowly, due to too many close-ups, and there are also a great many more subtitles than are needed. But Mrs. Griffith, who always cuts his pictures after their first presentation, will doubtless take care of that.

Mary Philbin, who has been kept in comparative obscurity for the past few years, gets a chance to show how really beautiful she is. Lionel Barrymore's appearance as the deformed dictator is quite amazing; one can imagine his brother, Jack, wondering why, in his numerous Jekyll and Hyde characterizations, he never thought of this type of make-up. Alvarado is good in his role, and others in the cast are Tully Marshall, William Austin, Charles Hill Mailes, Rosemary Cooper and Joyce Coad.

This picture, despite its too leisurely tempo and a lack of contrast, is colorful, and the musical score is effective.

Evening Sun
January 24, 1925

The New Photoplays

D. W. Griffith's 'Drums of Love' Arrives—'The Haunted Ship.'

By JOHN S. COHEN, Jr.

On the recurring screen of the Liberty, where, many years ago, his first superspecial, "The Birth of a Nation," helped to put an infant art on its feet, D. W. Griffith, assisted by none other than Morris Gest as master of ceremonies, presented last night his latest photoplay, "Drums of Love." It proved to be a well directed, if somewhat lengthily developed tragedy of amour, a revamping in a South American setting of the legend of Paolo and Francesca.

* * *

Perhaps its chief claims to fame are its revelation of the amazing fact that the first great figure of the movies, Mr. Griffith, is still an able and outstanding director, and the lovely and heartrending performance of Mary Philbin—who, topped by a becoming blond wig, is not only more beautiful than all the previous Griffith heroines combined, but who, furthermore, gives an exceptionally dignified and affecting performance in a somewhat operatic role.

This role is one of the figures in a tragic triangle, which, probably, for no other reason than that it permitted of colorful settings, Mr. Griffith has placed in South America in the middle of the nineteenth century. It relates how the fragile Princess Emanuella, married to the gnarled and humpbacked Duke of Cathos for reasons of state, becomes the mistress of his dearly loved brother, and how, when the Duke discovers his betrayal, he stabs them both and unites them in death.

"Drums of Love," then, is an ill-fated romance, which is ever and anon permeated with a macabre air. It is miles from being Mr. Griffith's best film, and also miles from being his worst—so, perhaps, the best way to describe it is as a superprogram picture which, for some reason or another, found its way into a legitimate theater. Its chief faults, and it has its share, are its length, and a certain old-fashioned note struck by the titles, and the acting of Lionel Barrymore as the hunchback.

Mr. Barrymore, knotted and humped, evidently by means of sofa pillows and bags of asphalt, resembled a composite photograph of one of Karel Capek's robots and Joe Martin, the Hollywood gorilla. In other words, he was totally unreal, suggesting that he was rigged out to frighten movie audiences.

At any rate, the juxtaposition of the fragile beauty of Miss Philbin and Mr. Barrymore's apelike appearance, well—it brought to mind the early Griffith conflicts, which were, if you remember screen history, between a thug and a dainty morsel of innocent movie womanhood.

A recent Latin discovery called Don Alvaredo succeeded in making interesting and plausible the indifferent Romeo role of the young brother.

At the conclusion of "Drums of Love" Mr. Griffith responded to the friendly and spontaneous applause with a short speech. This applause at the end was whole-hearted, I am sure—but a minor ripple of hand-clapping which broke out during the film at a closeup of Tully Marshall, as a venomous court jester, laughing open mouthed and sardonically, mystified me. The mystification continued until my [illegible] companion explained it all.

Womans Wear
Jan. 25 1925

"Drums of Love," at Liberty, Forceful And Beautifully Done

Lionel Barrymore Scores Great Success and Mary Philbin Makes Most Attractive Francesca

D. W. Griffith has brought to Broadway at the Liberty Theatre another film creation which is entitled "Drums of Love." This is another version of the love story of Paolo and Francesca which has inspired writers, painters and musicians through the centuries. Mr. Griffith has used South America as the setting for this production instead of Italy and, while the legend dates back to the 13th century, it is brought up to the 19th in the picture.

The tale of Paolo and Francesca is too well known to need much retelling, but it is in the casting of the characters that so much of the interest of the picture lies. Lionel Barrymore has the very impressive and forceful role of the older misshapen brother, which while he makes the outward shell of the man repulsive, brings to the role a sweetness that draws forth pity from his audience. There is so much strength in this characterization of Mr. Barrymore's that the encounter between him and his younger brother, who is portrayed by Don Alvarado, is almost like a scene between the lion and the lamb.

There is much to be said for Mr. Alvarado's portrait of the handsome brother. He has a very convincing love for his dominant older brother and master, and is charming in the role of the lover of Francesca.

Mary Philbin is certainly lovely to look at in this role, and in the trailing draperies of those far-off years makes a picture that is very impressive. She is a charming Francesca and one who will make the old legend a memory for some time to come. Tully Marshall does excellent work as the repulsive clown of the court.

There is a great deal to be said of the photographing of this picture. The utmost in effect is brought into every scene and the quality of the photography drew forth applause many times last night.

The Brooklyn Daily Eagle
January 25, 1928

The Cinema Circuit

By MARTIN DICKSTEIN

"Drums of Love" Has Its Premiere at the Liberty Theater—"Sharpshooters" the Current Attraction at the Roxy.

UNDER the prouderly cinematic banner of "Drums of Love," the mellow legend of Paolo and Francesca now moves across the motion picture screen at the Liberty Theater, where last evening it had its first presentation under the august sponsorship of Morris Gest in association with Joseph M. Schenck. The playbill at the Liberty acknowledges and the stranger in the house may readily see for himself that the old Rimini tale has undergone a number of changes in the course of its transcription into a D. W. Griffith spectacle. But basically the story remains a recognizable treatment of the Paolo and Francesca theme which has inspired poet and painter and musician alike until now it becomes, as it does, a tragi-romance in celluloid.

"Drums of Love," this Griffith interpretation, avails itself of a South American locale in the middle years of the 19th Century. Here, it is brought out, the scions of two Portuguese families have established their domains—the De Alvias and the Granadas. Subsequently there is a fusion of the two factions when the fair Granadan princess, Emanuella, is given in marriage to the De Alvian leader, Duke Cathos, a fellow of ugly appearance and crooked of spine. This duke has a younger brother, the Count Leonardo, who is as beautiful to look upon as Cathos is not.

Thus the frailty of youthful flesh is brought, with Griffithian eloquence, to its inevitable conclusion when Cathos, returning from the wars to find his wife in his brother's arms, unfles them both to the heart.

A photodrama gorgeously mounted and superbly photographed, "Drums of Love" is yet considerably less than a brilliant achievement of the screen. Its story moves at a painfully hesitant gait which becomes ever more disturbing as its episodes, however lovely in composition, are unwound. Characteristic of Griffith also are the numerous and wordy titles which are interpolated often during incidents where the action would appear better to explain itself. Sequences are prolonged to extravagant lengths, with the result that more than once the interest of the spectator lags and threatens even to give place to boredom. A general tightening of the narrative, to be sure, will bring about a marked improvement—a correction which should carry "Drums of Love" to within at least reaching distance of success.

Splendid acting marks the performance of this new arrival at the Liberty in at least two characterizations. Mary Philbin as the Princess Emanuella is immensely effective throughout and Lionel Barrymore leaves little to be desired in the role of Duke Cathos, the ugly. To Don Alvarado must go but faint credit for an interpretation of the Count Leonardo, which seems to be too overacted to be entirely sincere. Tully Marshall has a few excellent moments in the role of Bopi, a household jester.

"Drums of Love."

Joseph M. Schenck in association with Morris Gest presents a motion picture produced by David Wark Griffith.

THE CAST

Princess Emanuella ..... Mary Philbin
Duke Cathos De Alvia ..... Lionel Barrymore
Count Leonardo De Alvia ..... Don Alvarado
Bopi ..... Tully Marshall
Archibald Wilson ..... William Austin
Duchess De Alvia ..... Rosemary Theby
Duke of Granada ..... Charles Hill Mailes
The Little Sister ..... Joyce Coad

Zita
Jan 26

"DRUMS OF LOVE"

(At the Liberty)

There are many film directors but there is only one Griffith. He has proved that again in "Drums of Love," another version of the Paolo and Francesca legend. The love story has been filmed in a simple, obvious and beautiful manner, as only D. W. Griffith can.

The leading characters are perfectly handled by Lionel Barrymore, Don Alvarado and Mary Philbin. The tragic ending may prove a financial handicap, but it is tragedy of the magnificent type and so adds to the laurels of Griffith as a creator of the artistic. "Drums of Love," is a beautiful picture.

Morris Gest in association with Joseph Schenck presents this picture, the first Griffith has made independently in several years.

Evening Graphic
Jan 25, 1928

Griffith Comes Back With "Drums of Love" at Liberty

By BETTY COLFAX

The pioneer in mobilized camera art took up old cinema trails last night and one of the most distinguished film audiences of the season welcomed D. W. Griffith and his latest contribution, "Drums of Love," released by United Artists. The South American atmospheric ghosts which Douglas Fairbanks had left behind when he checked out of the Liberty Theater as a photoplay Gaucho were perfectly at home for this new flicker arrival which had its locale on the same continent, equatorial as to climate and romance.

Betty Colfax

While several years have elapsed since the screen's first impresario showed his last celluloid product to New York, the Griffifth touch remains the same. As in other films which the famous D. W. designed and executed, "Drums of Love" is a feast for the eyes, an entertainment for the credulous and a trifle difficult for those who will ask too many hows and whys.

"Drums of Love" is melodrama, unreeled with gorgeous spectacle, a cinema dish of somewhat familiar ingredients, ornately garnished by a master cook who knows his sauces. Stripped bare of its numerous closeups, its super sets which were wonderful, of its brilliantly garbed soldiers of which there were fighting forces aplenty and enough left over for dress parade, this film, rather suggestive of our classical Pelias and Melisande is also remindful of other film husbands who were deceived by their beautiful wives and their devoted brothers.

That this particular passionate trio had the honored tradition of a noble lineage to uphold made the toll for the moral trespass the more demanding and so the tragic ending blended with the general treatment of the story.

The photography is superb, an example to others who fit their characters into massive backgrounds, Mary Philbin in the leading role looked quite unlike the Mary known to screen fans but even more beautiful than in her other years, but Lionel Barrymore, as was to be expected from this actor, quite took the picture from the rest of the cast. As the giant hunchback who loved his beautiful young wife almost as much as he loved his handsome young brother but his family honor more than either, he gave a characterization that was fine. Don Alvarado was convincingly the handsome brother who had the misfortune to love his brother's wife and paid the penalty. Tully Marshall villains effectively throughout.

There are sequences where one has the reaction of too many people crowded on a set, too much furniture forcing its period on the viewer, even too much shimmer to Miss Philbin's court garments. The technique and mastery of the big scenes which were once the weapons that made Mr. Griffith the undisputed leader are not now so effective as they were in 1919. The movie parade has marched onward and Mr. Griffith has been on a long, long furlough from his camera activities. He told last night's audience that he wanted to be different. There were those who did not agree that he had been entirely successful, but Mr. Griffith has a forceful dramatic quality when he says these words and the proper pathos when he applauds his aids. And from an aisle seat, David Belasco watched with a smile that seemed approval, one good showman, conceding another good showman's pretty good act.

Form 44 G.T.S-16-20-1000 (26-5678)

Rec'd Jan. 18, 1928

State of New York

TAX DEPARTMENT

Corporation Tax Bureau

Albany, January 16, 1928.

In the Matter of the Application of

D. W. GRIFFITH, Inc.,

for a

Revision of Taxes Assessed Against it, Under Article IX, of the Tax Law, Section 181

An application having been made by the above-named D. W. GRIFFITH, Inc., for a revision and resettlement of the taxes assessed and determined against it by the State Tax Department, based on business for the year ending December 31, 1921, and the said State Tax Department having heard the proofs offered on behalf of the said D.W. GRIFFITH, Inc., in support of said application, does hereby determine after due consideration thereof that the assessment heretofore made against the said D. W. GRIFFITH INC., for the sum of Twenty-nine thousand four hundred ninety-two and 86/100 dollars, should be affirmed, which said sum of Twenty-nine thousand four hundred ninety-one and 86/100 dollars is hereby determined as the amount which

said D.W.GRIFFITH, Inc. is liable to pay under the provisions of Section 181 of the Tax Law, based on business for the year ending December 31, 1921.

H. W. GAUFIELD
Deputy Tax Commissioner.

Countersigned

JOHN J. MERRILL

MARK GRAVES

Tax Commissioners

SIDNEY JOHN BLOCH

IMPRESARIO
PLAYBROKER
MUSICAL AND DRAMATIC CREEDS
THEATRICAL & VAUDEVILLE AGENT
Director of the L.V.T.

SLIBBOLH 4866
GERRARD 0466
MARCONIGRAMS : BLOCH LONDON

LONDON REPRESENTATIVE:
Featured Artists' Booking Office
ARTHUR SPIEGEL AGENCY, INC.
1560 Broadway, New York,
And at Chicago

PRESENTATIONS — BANDS
REVUES — HEADLINERS

17, Charing Cross Mansions,
London, W.C.2

January 16th, 1926.

Mr. Albert Banshaf,
130, West 42nd. Street,
New - York.

Dear Sir,

A friend of mine showed me a cable from you and gave me verbal details of a letter he had mislaid concerning the terms required for Mr. Griffith's services for Film Production in London. I thereupon cabled you " to please submit Griffith's terms and date when free to me."

The terms told me, were to the effect that Mr. Griffiths asked for 5.000 Shares -(deferred or preferred, I am not sure which)- and an amount of Dollars per year, also to be appointed an Director of the Company and to have full control of the Films to be produced.

I have already discussed the matter with the Board of Directors of one of the leading Film Corporations, and should the terms be agreeable - that is, the amount of Dollars per year, they agree to the shares and control etc., - I will have no difficulty in placing Mr. Griffiths in London.

My terms are the usual ten per-cent, which please add on to the salary required.

I may mention that we booked Miss Alice Joyce,

the well known American Film Star who arrived in London this week, with the Film Company in question.

I hope this letter will assure you that I mean business, and your early cable will oblige,

Yours faithfully,

Sidney T. Block

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY.

Form 1204

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Class of Service

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
1 53WZ W 83

1928 JAN 17 PM 3 24

HOLLYWOOD CALIF 1012P JAN 17 1928

D W GRIFFITH

THE CHIEF EASTBOUND COMPARTMENT D CAR NO 206 ARRIVING 600 PM NEWTON KANSAS

SAW LOVE SCENE IN FIESTS SET IN MY OPINION IT DOESN'T BELONG IN PICTURE IT IS ENTIRELY TOO OBVIOUS AND SO IS THE TITLE WOULD STRONGLY ADVISE YOU IN INTEREST OF PICTURE NOT TO MAKE ANY KIND OF CHANGES WITH EXCEPTION OF THOSE WE HAVE ALREADY MADE STOP YOU MAY SHOW PICTURE TO SOME PEOPLE PERHAPS SOME NEWSPAPER MEN WHO MAY ADVISE CERTAIN CHANGES I WOULD STRONGLY

Form 1204

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Received at 520 Main Street, Telephone 18, Newton, Kans.

RECOMMEND YOUR STANDING PAT AND NOT MAKING ANY CHANGES AT ALL SINCERE WISHES FOR BIG SUCCESS

JOE SCHENCK

H. H. BRUENNER

Suite 133-134,
Imperial House,
84 Regent street, W.1.,

JANUARY 17, 1928.

Albert H. T. Banzah Esq.,
138 West 42nd Street,
NEW YORK.

Dear Mr.Banzah,

Mr. Frank Zeitlin, who in London is associated both with the production of motion pictures and represents Artistes and Directors, and with whom I have had some pleasant dealings, has been informed that Mr.D. W. Griffiths might consider a proposal to produce a minimum number of motion pictures for a British Company.

Some vague figures have been mentioned to Mr.Zeitlin and acting on a premise that you still represent Mr.Griffiths, is there any truth to the rumour? If there is, what do you think Mr.Griffiths would consider, because I am certain that in association with Mr.Zeitlin, we could very quickly cable you an acceptance or rejection of Mr.Griffiths' terms.

When replying, would you kindly include your code address, and with kind regards to Mr.Griffiths and yourself,

I am,
Sincerely yours,

H. H. Bruenner

January 17th 1920.

Motion Picture Producers & Distributors of America, Inc.,
469 Fifth Avenue,
New York City.

Attention Mr. McKenzie.

Dear Mr. McKenzie:

I am sending you herewith correspondence we had with a Mr. Swan of Belleville, New Jersey, relative to some cut-outs taken from the Griffith photoplay "AMERICA". It will appear by the correspondence that apparently these cut-outs have been either stolen or unlawfully acquired and I was wondering if you would not kindly turn this over to your department which has charge of such matters. You will note that the prints were purchased from Mr. Morris Cohen of 729 Seventh Avenue, New York City and as the Griffith Company has not sold any cut-outs or any portion of the photoplay "AMERICA" it is a clear case of piracy.

Will you please have your department conduct an investigation as quietly as possible and if there is any information you may require from the Griffith Corporation please deal directly with me in order to keep this matter confidential.

I am sending you the cut-outs which were sent to me by Mr. Swan.

Thanking you for your attention to this matter, I remain

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

CARL E. MILLIKEN
SECRETARY

198

January 19th, 1928.

Mr. Albert H.T. Banshof,
130 West 42d Street,
New York, N.Y.

Dear Mr. Banshof:

With reference to your letter of the 17th written to Mr. McKenzie in regard to the cut-outs of the picture entitled "~~American~~" upon investigating this case at 729 Seven~~th Avenue~~, I found that there is three different Morris Cohens in the building. If it is possible, will you kindly get in touch with Mr. Swan of Belleville, N.J. and find out from him with whom Mr. Cohen is connected in that building.

I am almost sure that the Mr. Cohen involved in this case is connected with the Capitol Film Company, Room 802, 729 Seventh Avenue but before I go any further, I would like to have the information I herewith request.

Very truly yours,

John Gentile

John Gentile.

January 20, 1926.

Mr. Guy Croswell Smith,
11, Rue D'Aguesseau,
Paris, France.

Dear Mr. Smith,

Thank you for yours of January 6th in reference to Mr. Schattner. I am today writing Mr. Schattner at the address given me by you requesting him to turn over to you two prints of "ISN'T LIFE WONDERFUL," so that you may have possession of them for the account of the Griffith Corporation. There is no reason why we should permit storage charges to pile up against these prints as long as Mr. Schattner has done nothing with them and is not in a position so far as we can ascertain to exploit the picture.

Thanking you for your courtesy in the matter and with very best regards, I remain,

Yours very truly,

RCR:EM

P.S. I am enclosing copy of letter sent to Mr. Schattner today.

January 30, 1928

Mr. A. Schattner,

Gniezyn, Poland.

Dear Sir,

Inasmuch as you have failed to comply with the terms of the contract entered into between you and D. W. Griffith, Incorporated, in re grenes to exploitation of the motion picture subject "ISN'T LIFE A BREEZE," I hereby request that you immediately transfer, or cause to be transferred, the two prints of this motion picture subject now stored by you with Deutsche Northern Transport Company, Berlin, Germany to Mr. Guy Croswell Smith, Manager of Les Artistes Associes, of 12, Rue D'Aguesseau, Paris, France, or to the Berlin Office of the United Artists Corporation.

Please advise me that you have complied with this letter and also advise Mr. Guy Croswell Smith, at address before given, when the prints are ready for transfer to him. This matter should not be delayed.

Yours very truly,

RCP KM

January 20, 1928

Mr. A. L. Sean,
75 Evergreen Avenue,
Nutley, N. J.

Dear Sir,

Upon investigation of the matter of the cutouts of America which you sent us, we find that there are three Morris Cohens at 729 Seventh Avenue. Will you kindly advise fro which Mr. Cohen the cutouts were purchased, giving us the room number and floor Mr. Cohen is on if you can ascertain this. Could it have been the Mr. Cohen who is connected with the Capitol Film Company of Room 802 at that address.

Your further advice would be very much appreciated.

Yours very truly,

RCR .M

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Forbes Watson, Editor
Lloyd Goodrich, Associate Editor

Virgil Barker, Contributing Editor
William Robb, Manager

19 EAST 59TH STREET **THE ARTS** NEW YORK CITY

TELEPHONE: REGENT 8168

January 20, 1928

Mr. D. W. Griffith
United Artists
729 Seventh Ave.
New York City

Dear Mr. Griffith:

Under separate cover we are sending you two complimentary copies of THE ARTS - the December and the January issues. We should like to call your attention to an article in the December Arts entitled "Movie Magic" by C. Adolph Glassgold and an article in the January Arts entitled "Barnstorming on the Parnassus" appreciation of your work, by Stella Bloch. These articles are representative of the writing in THE ARTS devoted especially to the art of the moving pictures, and it has been the custom of THE ARTS to publish monthly an intelligent review of an outstanding moving picture.

I hope that you will enjoy THE ARTS which has come to be recognized as the foremost magazine of the Fine Arts in America. Please be kind enough to let us know that the magazines reached you safely.

I am enclosing a small booklet giving some account of our editorial aims.

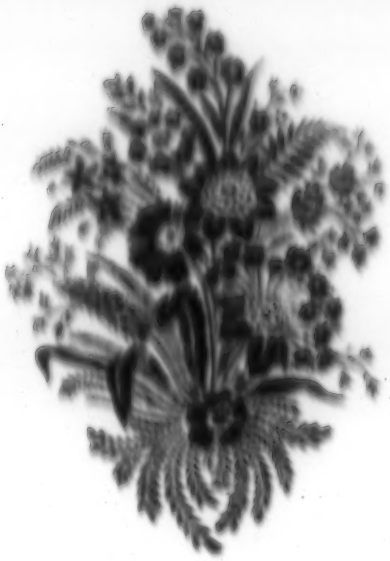
With best wishes,

Sincerely yours,
THE ARTS

Forbes Watson

FW:MP Editor

THE ARTS



THE ARTS PUBLISHING CORPORATION
19 EAST 59th STREET, NEW YORK CITY

Reprinted by permission of THE ARTS, *a magazine of Fine Arts*
Edited by FORBES WATSON & *Cover design by NAN WATSON*

50 cents a copy JANUARY, 1928 *$5.00 a year*

Barnstorming on Parnassus

The betrayed girl in a bath bedroom, harassed by a harsh landlady—the spectacular bravery of a hero who risks his life in a river of floating ice to rescue his beloved! We see this on the screen and draw the inevitable damning conclusion—"Hokum"!

A sort of suspense precluded the showing of D. W. Griffith's latest picture, Sorrows of Satan. And after all, as one critic says, the problem of the famous director remains where it was: in other words, the problem of the public is still the same regarding Griffith.

He has had an unlucky career; in early movie days he made pictures too good for the innocent movie-going public, and today his public feels itself too good for his pictures. However, Broken Blossoms and Orphans of the Storm appeared at a propitious moment and made people weep.

In spite of being called "The Master" and having been accepted as a great figure in movie history, he continues to challenge comment from the connoisseurs who, on artistic grounds, turn away pained by his theatricalities. It is the greater pity inasmuch as they honor Griffith with expectations of big and finer things, and his constant offending of their sensibilities is leading to an alarming impatience with him.

About fourteen years ago when Griffith was a pioneer and made the first big pictures, his importance was soon granted. But now everyone is making "bigger and better" films, discrimination is rampant, and while public taste is being refined and educated, Mr. Griffith is losing his preeminence to men of more refined and educated talent.

When it was suggested that Griffith do An American Tragedy, it was pointed out that he would impair the "fine impersonality" of the author's conception—distort it beyond recognition; constant use of second-rate literary material has spoiled him for masterpieces (?) such as the one in question.

Griffith and the Critics

It can be judged that Griffith stands in a peculiarly awkward position. He is not accepted as an artist, nor does he enjoy the popular acclaim that falls to good showmanship. There are things that even Mr. Belasco would not do, and Mr. Griffith is seen to do these things without shame or contrition. The public devours such spiced concoctions as Lulu Belle and The Dove, while the critics smile leniently because, though it is not good art, it is good theatre. But no one forgives Mr. Griffith because he is neither good art nor good hokum. It does not appear to be suspected that he is without the artist's inborn taste, or

the showman's shrewd discretion, *because he is a force so great that taste and discretion are lost in him like stars in the sunlight.* No criticism of his work is valid; *he could not improve or modify his pictures because they are the result of a pure, untrammeled impulse. That which in him is so ignorantly decried as sentimentality and melodrama, is the beauty of a magnificent temperament,* and bears no resemblance to the more acceptable wares, complicated, expensive, monstrous and superficial, of a de Mille.

The betrayed girl in a hall bedroom harassed by a harsh landlady—the spectacular bravery of a hero who risks his life in a river of floating ice to rescue his beloved, and much of the same, do indeed suspiciously resemble hokum. Shades of Uncle Tom's Cabin, and East Lynne are conjured by association. It is not easily detected that this hackneyed masquerade dress adorns a spirit free and unconventional. In the hand of any other director, melodrama, sentimentalism, suspense, are a set of tricks calculated to quicken the pulse of a theatre audience. *When Griffith juggles these very devices, the effect is poignant as life's reality rather than too extravagant for theatrical illusion.* Life is stranger than fiction, and genius is stranger than life!

There seems to be no one to speak for him. Our pioneer critics are just beginning to delight in the exquisite infatuating instrument called Art; they are still too immature for the elemental beauty of pure genius; they shrink from its power and point the finger of derision at its perfect tenderness.

The public, following the Cognoscenti, has come to make intelligent demands—*i.e.*, demands doomed by the limitations of mere intelligence. It is no longer moved to tears by that which its mentality cannot compass. ***And in this sad state of unregenerate sophistication it crucifies its one and only genius.***

A Classic in Europe

In Europe Griffith is a classic and the German films that rouse enthusiasm here clearly derive from his methods. The Last Laugh and Variety had sensational artistic success here, while Griffith's Isn't Life Wonderful passed comparatively unsung. The German films have a logic and an artistry most enchanting, while Griffith rides roughshod over all our favorite values. He is drawn as if by magnetism toward a unique ideal. *He violates every standard in the achievement of an unprecedented perfection.* Unreasoned, passionate, unscrupulous are his means, but *for those who are not earthbound he reveals a world so moving so golden and intense that they turn back to life as to a mechanics devoid of hope.*

A hundred years hence, when our prejudices have shifted, we shall see such genius with pure wonder, while the style and finish so precious to us now will take their place as lesser art. That which today offends our stodgy sense of propriety will then be free of associations and flow like pure melody. The things we now approve will be twentieth century and a trifle quaint. *If we were not so obsessed by a sense of humor, by innumerable limitations, the power of a man like Griffith would possess us completely.* True there is no dignity of method here, no classicism, no law and order; tragedy, romance, farce, realism, fantasy, music, poetry and pantomime seem to be swept together as if in mad haste, in the heat of a terrific ardor. *But out of this maelstrom an inexorably unified reality emerges.*

Such obsolete values as patriotism, religion, morality cry aloud with life under his touch. *How foolish to call it propaganda* because it is so passionate! and how foolish to call it theatricalism because it is not discreet! *This is opera as Wagner conceived it, and more Wagnerian than any contemporary presentation of a Wagner opera. Here the vision, the ear, the brain and the heart are simultaneously inflamed by one emotional message.* It is compelling as a love potion.

Wagner sought in the union of music, painting, drama and pantomime to orchestrate his prodigious conceptions. He used music to unmusical ends and exploited all the arts and theatrical devices in the achievement of his passionate scheme. He, too, offended his public by the opulence of his genius; but today, unbiased by traditions of musical propriety, we are shaken by his music like leaves in the wind.

The present movie-going public feels itself superior enough to reproach Griffith for a great deal of cheap moralizing. *A little true superiority would discriminate between the basso-profundo earnestness of a dime novel and the soul-disturbing eloquence of great poetry.*

Sentiment and Hokum

It is said of Griffith that he employs hokum, that his stories are too sentimental, that his subtitles are maudlin, that he over-embroiders, and crowds without taste. This is the voice of the pedant whose perceptions are atrophied by protracted academic refinement. *Whatever literary material Griffith used is transfigured by his touch and released from its original limitations.* So much for those who so staunchly protected An American Tragedy against him. *His subtitles, so peculiarly touching, are like the recitative in an ideal opera—not merely expository, but a sort of emphasis in words of the action, a modulation from pantomime to drama, from poetry to prose, from music to poetry; they interrupt the action to enhance the intensity; they are suspense or acceleration, the under-current or a froth, eloquence or enigma according to his will.*

The unconventionality of his detail, the spasmodic action, scenes broken in upon by sudden unexplained interruptions are like the uneven jagged surfaces of life. How often he flashes the lightning of grotesque farce across the face of tragedy. No one could so bravely divulge the insanity and unreason of life without omnipotent mastery. *His romanticism is devastating—a sublime torture, almost melancholy in its intensity. Only Wagner's Tristan can play the accompaniment to the terrific emotionalism of a Griffith love theme.* The screen can never give us a more august, magical, heroic love story than Isn't Life Wonderful.

That Royle Girl, Sally and more conspicuously, The Sorrows of Satan, failed with the *de luxe* public for which they were made. Those who are kindly toward him say he is making concessions, others condemn his talent at the root. Perhaps it is true he was not so free in the making of these films under commercial auspices; perhaps a few limitations were forced upon him—but they registered only as the slightest irrelevancies. Far from deserving the damnation of cheap vulgarity that fell upon them, they are almost eccentric in their unconventionality! That Royle Girl is a theme and variations—a thousand disconnected and exuberant idealizations of one woman. On the face of it, the picture is pure melodrama with a smattering of comedy; but underneath the dramatic tumult and the incongruous farce, there is unfolded one perfect, perverse, inscrutable human character.

The Sorrows of Satan, with its many star actors heralded, proved a financial failure and an artistic disappointment. In the magnificence of his scheme the much touted stars were lost, his subtitles became rhapsodic, and thus he puzzled and defeated an expectant audience. The theme is simply the victory of virtue over evil. In epic terms the battle is raged between the white radiance of purity and the voluptuous glamor of evil.

Actors and camera men working with Griffith are inspired by him to effects they could not approach alone. The photography in his pictures is utterly flexible to the theme portrayed and has an unlimited range. It is just as much part of the dramatic structure as the action of the play, or the musical score that enhances the emotional content. Actors under his direction no longer act but become incarnations of his idea. The actor good or bad acquires a humanity and power under Griffith's direction that the most crucial moments in his own life could not bring out in him. Here is a true Svengali! And ironically the magician is left to stand aside while the public makes stars of his puppets!

STELLA BLOCH.

Form 1201-B

CLASS OF SERVICE

This is a full rate Telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable sign above or preceding the address.

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

8B59 56 NL=LOSANGELES CALIF 22

D W GRIFFITH=
HOTEL ASTOR NEWYORK NY=

WE HAVE JUST DECIDED THAT YOU ARE TOO YOUNG TO BE IN NEWYORK ALL ALONE AND HAVE DECLARED A MORITORIUM ON YOUR BIRTHDAY UNTIL WE CAN ALL GET TOGETHER AND TALK IT OVER BUT FOR THE PRESENT WE WISH HEALTH AND HAPPINESS THE WORLD LOVES YOU BUT THE LITTLE GANG IN THE WEST MOST OF ALL=

MARIE NITA PINEAUX JIMMY BROTHER JOHN THE DEPUTY.

At a Special Meeting of the Executive Committee of D.W.GRIFFITH,INCORPORATED, held at the office of Albert H.T. Banshaf, Esq., 130 West 42nd Street, New York City, on the 23rd day of January, 1928, at 10:30 o'clock in the forenoon.

PRESENT: Messrs. DAVID W. GRIFFITH
-and-
ALBERT H.T.BANSHAF,

constituting a majority of the Committee.

Mr. Banshaf stated that the meeting was called for the purpose of ratifying a contract for the purchase from Dr. Daniel Carson Goodman of all his right, title and interest in and to the motion picture entitled "BATTLE OF THE SEXES" as more fully appears by the terms of the contract submitted by Mr. Banshaf and signed and delivered by him under date of the ____ day of January, 1928, to Daniel Carson Goodman and which rights the Griffith Corporation acquired without cost to itself, to in turn assign to one Bertram S. Nayfack, as Agent, who in turn is acquiring said photoplay rights on behalf of the Art Cinema Corporation in order that Mr. Griffith might make a photoplay thereof pursuant to the terms of his contract with the Art Cinema Corporation.

After due discussion the following resolution was unanimously adopted:

> BE IT RESOLVED that the action of ALBERT H.T.BANZHAF, as Secretary of D.W.Griffith, Incorporated, in purchasing from Daniel Carson Goodman of all his right, title and interest in and to the photoplay "BATTLE OF THE SEXES" pursuant to the terms of the contract dated the ____ day of January, 1928, that the action of said Albert H.T.Banzhaf, as Secretary of D.W.Griffith, Incorporated of re-assigning all the rights of D.W.Griffith Incorporated acquired from said Daniel Carson Goodman to Bertram S. Nayfack pursuant to an assignment dated the 9th day of January, 1928, which he executed and delivered on behalf of D.W. Griffith Incorporated, be and the same hereby is ratified, confirmed and approval, and that the Secretary of the Corporation be authorized to deliver a certified copy of this resolution to any of the parties in interest.

There being no further business before the meeting the same was adjourned.

_____

Secretary.

479—Gen. Form. Summons with Notice. Black Cover.
J. Mercer Stationery & Printing Co., Inc.

SUPREME COURT, NEW YORK COUNTY

MANUFACTURERS TRUST COMPANY,

Plaintiff

against

Summons ~~with Notice~~

G A H PICTURES CORPORATION, DAVID H. GRIFFITH, ALBERT F. GRAY and ALBERT L. GRAY,

1476 Broadway

Defendants

To the above named Defendant :

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within **twenty** days after the service of this summons, exclusive of the day of service. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, January 23, 1928.

JONAS & NEUBURGER
Attorneys for Plaintiff
(Office and Post Office Address)
115 BROADWAY
Borough of Manhattan New York City

Albert H. T Bangha
130 W 42nd St

Affidavit of Service on Individual(s)

City and State of New York, County of ss.:

being duly sworn, deposes and says, that he resides at

and that on the day of 19 , at No.

, he served the within Summons and Complaint on

the Defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; deponent knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 21 years and not a party to this action.

Sworn to before me this
day of 19

Commissioner of Deeds for the City of New York.
Notary Public, County.

Affidavit of Service on a Corporation

City and State of New York, County of ss.:

being duly sworn, deposes and says, that he resides at

and that on the day of 19 , at No.

, he served the within Summons and Complaint on

a corporation, the defendant therein named by delivering to and leaving a true copy of each thereof personally with
an officer of said corporation, to wit, its
deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein, and knew said
to be such officer thereof at that time; deponent is over the age of 21 years and not a party to this action.

Sworn to before me this
day of 19

Commissioner of Deeds for the City of New York.
Notary Public, County.

Plaintiff,

against

Defendant.

Summons

To the Defendant

Notice is hereby given to you that, upon your default to appear, or answer the within summons, judgment will be taken against you for the sum of $..... with interest from the..... day of.....19 ; and the costs of this action.

JONAS & NEUBURGER
Attorneys for Plaintiff
(Office and Post Office Address)
115 BROADWAY
Borough of Manhattan New York City

MLJ:B:G

SUPREME COURT: NEW YORK COUNTY

----------X

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G & H PICTURES CORPORATION,
DAVID W. GRIFFITH, ALMAH F. GREY,
and ALBERT L. GREY,

Defendants.

----------X

Plaintiff, by its attorneys, JONAS A NEUBURGER, complaining of the defendants, alleges:

FIRST: Plaintiff is a domestic banking corporation, having its principal office and place of business in the Borough of Manhattan, City of New York.

SECOND: Upon information and belief, defendant G & H Pictures Corporation is a domestic corporation.

THIRD: On or about the 23rd day of August, 1927, the defendant G & H Pictures Corporation duly made and executed its collateral promissory note, wherein it promised to pay to the order of plaintiff, four months after date, the sum of Sixteen Thousand Seven Hundred Forty-three and 78/100 ($16,743.78) Dollars, with interest thereon at the rate of six percent (6%) per annum.

FOURTH: Thereafter and prior to the maturity thereof, said note was duly endorsed by the defendants David W. Griffith, Almah F. Grey and Albert L. Grey, and so endorsed, was delivered to the plaintiff for value, and plaintiff is now the lawful owner and holder of said note.

FIFTH: At maturity, said note was duly presented

for payment at the place therein specified, and payment thereof was demanded, but same was refused, of all of which due notice was given to the said defendants.

SIXTH: Upon payment of the said note, plaintiff will return and surrender to the defendants the collateral deposited therefor.

SEVENTH: The cost of protest of said note and the reasonable value thereof was the sum of One and 25/100 ($1.25) Dollars.

EIGHTH: No part of said note has been paid, except the sum of One Thousand Five Hundred Twelve and 73/100 ($1,512.73) Dollars, leaving a balance due and owing of Fifteen Thousand Five Hundred Seventy-one and 50/100 ($15,571.50) Dollars, together with protest fees of One and 25/100 ($1.25) Dollars, making a total in the sum of Fifteen Thousand Five Hundred Seventy-two and 75/100 ($15,572.75) Dollars, with interest from the 23rd day of December, 1927.

WHEREFORE, plaintiff demands judgment against the defendants in the sum of Fifteen Thousand Five Hundred Seventy-two and 75/100 ($15,572.75) Dollars, with interest thereon from the 23rd day of December, 1927, besides the costs and disbursements of this action.

JONAS & NEUBURGER,
Attorneys for Plaintiff,
Office & P.O.Address,
115 Broadway,
Borough of Manhattan,
New York City.

VERIFICATION

STATE OF NEW YORK
COUNTY OF New York, } ss.:

one of WILLIAM L. SCHREIDER, being duly sworn, deposes and says that he is the Vice-President of the MANUFACTURERS TRUST COMPANY, the plaintiff in the within action; that he has read the foregoing Complaint and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this 23rd
day of January, 1928.

Wm L Schreider

Seal

Henry Cohen
Notary Public Kings Co.
Kings Co Clk No 543 Reg No 4158
N Y Co Clk No 243 Reg No 9520
Bronx Co Clk No 19. Reg No 2900
Commission Expires March 30, 1929

AFFIDAVIT AND SERVICE BY MAIL

CITY AND COUNTY OF ss.:

, being sworn deposes and says that he is the attorneys for the above named herein. That on the day of 192 he served the within upon the attorney for the above named by depositing a true copy of the same securely enclosed in a post-paid wrapper in the Post-Office—a Branch Post-Office—a Post-Office regularly maintained by the United States Government at in said County of directed to said attorney for the at No. N. Y., that being the address within the state designated by h for that purpose upon the preceding papers in this action, or the place where h then kept an office.

Deponent is over the age of years and not a party to this action.

Sworn to before me, this
day of 192 }

Sir:

PLEASE TAKE NOTICE that the within is a true copy of a ..... this day duly filed and entered in the office of the Clerk of the .....

Dated, N. Y., ... 192

Yours, &c.,

JONAS & NEUBURGER

Attorneys for .....

(Office and Post Office Address)

115 Broadway

Borough of Manhattan, New York City

To ..... Esq.

ATTORNEY FOR .....

Sir:

PLEASE TAKE NOTICE that an order of which the within is a true copy, will be presented for settlement and entry herein to Mr. Justice .....

.....

.....

.....in the Borough of

.....in the City of New York,

on the.....day of.....192

at.....o'clock, in the forenoon.

Dated, N. Y., ...192

Yours, &c.,

JONAS & NEUBURGER

Attorneys for .....

(Office and Post Office Address)

115 Broadway

Borough of Manhattan, New York City

To ..... Esq.

ATTORNEY FOR .....

File No. ..... 194.....

SUPREME COURT: NEW YORK COUNTY

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G & H PICTURES CORPORATION, et al,

Defendants.

SUMMONS AND COMPLAINT

JONAS & NEUBURGER

Attorneys for .....Plaintiff.....

(Office and Post Office Address)

115 Broadway

Borough of Manhattan, New York City

To ..... Esq.

Attorney for

Service of a copy of the within

is hereby admitted.

Dated, N. Y., ...192

Attorney for

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

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CABLEGRAMS TO ALL THE WORLD

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The sender must back up a correct the class of service desired, otherwise the message will be transmitted as a fast telegram.

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STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 6 F

JANUARY 24 1928

chg Goppich

MRS LINDA GRIFFITH
1060 PARK AVENUE
NEW YORK CITY

DEAR LINDA

AS A NEWYEARS COMPLIMENT I THINK I HAVE BOUGHT SOMETHING FOR YOU TO SEE SOMETHING THAT HOOMS WILL APPRECIATE MORE THAN YOU I HOPE THAT I AM NOT WRONG IN THINKING IT REALLY WORTH WHILE AND I HOPE YOU WILL NOT BE DISAPPOINTED

DAVID

charge Banzhaf 130 W 42

Morning World Jan. 18.

Sunday World Jan 15

Motion Picture News. Jan 14

Sorted as opinions

Behind the Screen

David Wark Griffith will arrive in New York tomorrow morning on the Century from Hollywood. Accompanying him is Harry J. Lloyd, his scenario writer. The producer is bringing a final completed print of "Drums of Love," his newly completed picture, and the first he has made independently since 1919.

The chief purpose of the director's visit at this time is to attend the opening of this picture, which Mr. Griffith will have its premiere at the Liberty Theatre on Jan. 24, under the auspices of Morris Gest in association with Joseph M. Schenck.

Eve. World Jan. 18.

D. W. GRIFFITH HERE

David Wark Griffith, who arrive in New York tomorrow from Hollywood to prepare for the premiere of his latest picture, "Drums of Love," which will have its opening at the Liberty Theatre Jan. 24. Will also be Harry J. Lloyd, his scenario writer, who other days used to handle the Griffith publicity.

A large party will be at the Grand Central Terminal to greet the pioneer director and among them will be Morris Gest, who will take a hand in the premiere. But imagine Morris Gest at a railroad station. He usually does his receiving down on the pier, when the Russians and other European artists arrive.

News Jan. 19.

David Wark Griffith has come to town to be present with all the other village celebrities at the opening of his "Drums of Love" on Tuesday. The premiere threatens to be real De Mille swanky, for Morris Gest is doing the presentation to precede the picture. That impresario always contrives to create a beflooded effect about his opening nights.

David Wark Griffith.

Eve. Graphic Jan. 20.

On Tuesday night, "Drums of Love," David W. Griffith's first United Artists picture, will have its premiere at the Liberty, replacing Douglas Fairbanks as "The Gaucho." Morris Gest is responsible for the metropolitan presentation of this picture, and as Mr. Griffith is in New York for the opening the first unreeling is expected to attract those few of the screen celebrities still here.

Morris Gest Is "In" Again

When the motion picture industry was ready to its infancy a set group of men set around a table in the office of the then leading makers of pictures. They discussed this thing and that, and finally one of them, who had been a newsboy in New Orleans, a reporter under Col. Watterson, an actor under Mansfield, a playwright and finally a motion picture director, unburdened his troubles. In some fashion or other he had been named "The Film Master," because of some good pictures he had made. The Government of the United States, then at war, had asked him to make a motion picture for them. David Wark Griffith had made "Hearts of the World," but he did not know what to do with it. Neither did Jesse Lasky nor Adolph Zukor. But there was another disappointed young man at the table. It was Morris Gest. A few months previously he had done a good spring deal. Invading the sacred precincts of grand opera, he took Geraldine Farrar to California, where movies were made.

Outfitted with half a dozen press agents, special cars and thousands of miles and trunks, the operatic hit started from New York, California bound. There they made a motion picture version of the opera "Carmen." And then Morris Gest met those dreamers who were trying to make motion pictures an art.

But the one whom he joined in the formation of a mutual admiration society was David Wark Griffith. Most attracted the two men to each other even they do not know. Thus the five young men, for another one—then a young newspaper reporter and today one of the most famous writers on the subject of motion pictures—was there too, hot and parcel'ed.

Here was "Hearts of the World," which has been called the best motion picture ever made. And yet there was no one who could tell the Americans on that it was there. No one who could make them believe that it was time to make a motion picture that was fit to see.

Gest said he would try it. He saw the film. He shouted: "It is the greatest, most beautiful picture I have ever seen. I believe it is." And "I believe it, why shouldn't I make other people take my word for it."

The young men's enthusiasm carried the others with them. They agreed then and there that Morris Gest should present the picture. Marie Dressler, who only two short years before had gone backstage with the "Dollar Princess," Morris Gest did it. And they all were happy.

But after he had done it Gest found that he really never have anything that he could do with the picture. He knew no one in the theatre. He knew the whole world was his oyster, the Hearts of Century Club made Douglas Fairbanks "King of Hearts."

Again after that Morris Gest found that the legitimate theatre wanted him to be his natural habitat. But then he was lured to California where Joseph M. Schenck showed him those things from which they give the new motion pictures.

"Come and play with me," said Schenck.

"I'm stuck on!" answered Gest.

But then from a corner where he had been quietly darning his lunch came the voice of D. W. "Come in, Morris, the water is fine. I am going to play in this same tub, too."

Gest decided it. Morris Gest became one of United Artists.

In the spring he will make a picture, a Morris Gest production. He had expected to start work on it this month, but he had to wait, and once his theatrical hall of the season was finished he looked around for something to do. He looked at dozens of pictures—all good ones—but none interested him.

Then to the New York office of United Artists recently came a print of "Drums of Love," D. W. Griffith's new picture, the first he has made as an independent producer since 1919. Gest looked, then fighting: "If only that were my picture!"

They said to him: "You may have it. To play with until we clean the film so that you can develop it with the apparatus for your production."

This is the story of how Morris Gest came to present "Drums of Love," D. W. Griffith's latest production in association with Joseph M. Schenck. It will open at the Liberty Theatre on Tuesday evening, Jan. 24 and already the drums of Morris Gest publicity are beginning to beat.

Morris Gest to Present Griffith Film in N. Y.

Morris Gest, whose affiliation with Joseph M. Schenck, president of United Artists, was announced some time ago, this week began active preparation for the presentation to New York audiences of David Wark Griffith's new United Artists production, "Drums of Love," which will have its premiere at the Liberty Theatre on the evening of Tuesday, January 24. This is the second time Gest and Griffith have been associated as the former presented several years ago Griffith's "Hearts of the World."

It had originally been Mr. Gest's plan to start work with United Artists as producer of "The Darling of the Gods," which will be the first of a series of Gest productions, but the preliminary preparations necessary for the production have delayed the starting of the work until late in the spring.

Sunday Times Jan. 22

PROJECTION JOTTINGS

David W. Griffith's "Drums of Love"—Other Cinema and Studio Items

In "Drums of Love," which is to be presented by Morris Gest at the Liberty Theatre on Tuesday evening, David W. Griffith has introduced to the motion picture the lyrical legend of Dante's lovers of Rimini. Mary Philbin is perceived as a tender Emanuella, Lionel Barrymore portrays the savage insolence of unnatural power and Don Alvarado impersonates the gallant lover. The legend, of course, is used only as the basis of the story. Mr. Griffith goes for his locale to South America at the time the Portuguese King moved there to enjoy the glory of his new possessions. Of the brothers he has made the elder one a hero, strong and gruff, but not unkind.

Mr. Griffith uses a clown as the King's eavesdropper. The motivation of the theme is not that of the wronged husband. His lovers meet, by the coincidence of warfare, before husband and wife set eyes on each other.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

N.Y. American Saturday Jan 2

GRIFFITH FILM MADE TO LOOK LIKE PAINTING

Producer Dares Again to Make Art Film Despite Huge Loss He Suffered on Another

By DOS RYAN.

Eleven years ago a movie director named Griffith turned loose upon America a prophecy, a revelation in the form of a picture so far ahead of its time that the box-office of that day screeched it off the screen. This was his masterpiece, "Intolerance." Griffith lost $650,000.

As a story, "Intolerance" was a prophecy of America today—a prophecy that has been amply fulfilled since prohibition took the stage. As a work of cinematic art it was epic, free from sentimentality and motivated by the burning sentiment of a protestant idealist. It flopped.

SO HE COMPROMISED.

Griffith said to himself, "All right—lay low and give 'em the bunk." He turned out a series of pictures of the melodrama variety—neither enough to be on the border line of decay. He was defeated. He was recounting, experimenting with how far he could go in the domain of art without by at the box office—the compromise that has tugged at the heels of every creative worker since Michelangelo painted frescoes to order.

Unlike Von Stroheim, who refuses to compromise and is ever on the verge of calamity as a result, Griffith took his medicine and began boring underground.

During this period he surprised audiences with occasional touches of great beauty—but in small homeopathic doses. The dim photography of "Broken Blossoms" has now been generally adopted and the public is used to it—demands it. At the same time he continued to give 'em the bunk. The famous subtitle, "Came the Dawn," was spawned in this genetic period.

REVOLUTIONARY FILM.

Now, after these eleven years, David Wark Griffith again brings revolutionary matter to the screen. He has a new treatment of figure and make-up, which compares to what the painter knows as modeling. Griffith does it with lights. No more ghastly white faces when they should be red with blushing. No more bodies that are lost in background or "burned out" by lighting. Griffith has found the sculptural line in his two-dimensional medium and his latest compositions have the quality of engravings.

New York will have its first glimpse of the new method in "Drums of Love," the picture Griffith has just brought to town for showing under the aegis of Morris Gest.

DEFINITION OF ART.

Griffith's loose frame jerked alert and his carelessly cynical eyes took on that beam of the idealist when he said following his arrival from the Coast yesterday:

"There will be a day when the motion picture will be recognized as the greatest semblance and nearest approach to art. There is even now more art in the motion picture than in any painting that ever hung on a wall! Even the poorest camera will catch the occasional flicker of sunlight on the trees—of more lifelike and form

Prophets of a New Art!

N. Y. American Staff Photo

FILM GENIUSES!—David Wark Griffith, film producer, is shown in top photo discussing his revolutionary movie with Morris Gest, famous producer. In bottom photo Griffith is looking at negatives of film.

Sunday Times Jan. 22

Mae Philbin and Don Alvarado in "Drums of Love."

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

David Belasco *writes*—

Dear Mr. Griffith:

Your exquisite "DRUMS OF LOVE" appeals to me as being the most precious gem in your crown of glorious achievement. For sheer beauty of treatment it stands alone. Never has love story been so appealingly, so touchingly told. The appeal of "Manon Lescaut", of "Paolo and Francesca", of other great love stories of the past is contained in this picture which throbs and beats with emotion. In the literature of the ages, prose or poetry, the tale of the love of man and maid has never been so perfectly expressed! Now I know why you are regarded as the world's supreme artist in telling a story on the screen.

If ever life was represented in a manner to stimulate the imagination and the emotions or humanity, "DRUMS OF LOVE" is so done. I defy anyone to see it without feeling a quickening heartbeat. It arouses in one a keen sense of the beauty of love. I know that I left the theatre with a heart-glow which made every woman I saw seem more beautiful. I am sure that everyone in the audience consciously or unconsciously, felt this, too.

And the acting! That young lover! What girl could keep from loving him?

I was thrilled! No stage or screen of this or any other country has presented such a series of superior spectacles, many of them ravishingly beautiful. If only the stage were not so physically limited and some of your scenes could be transferred to it, how America, and Europe, too, would gasp in admiration!

Whoever loves good acting, whoever loves beauty, whoever loves the artistic, whoever loves love should see this picture—and all true enthusiasts of the screen and lovers of the artistic should assemble to crown you with the laurel to which the conqueror is entitled. You have earned it dear, wonderful David Wark Griffith. I salute you!

Faithfully

(Signed) DAVID BELASCO

D. W. GRIFFITH'S "DRUMS OF LOVE" with Mary Philbin
Liberty Theatre, 42nd Street, just West of Broadway
Twice Daily 2:30—8:30—Matinee today at 3:00 *All Seats Reserved*

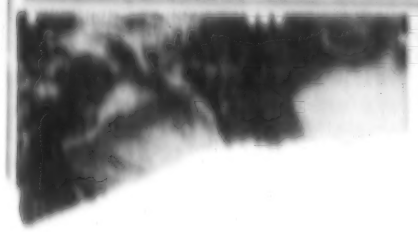
To Patrons of the Theatre

Throughout the years which I have devoted to what I thought was finest in the theatre throughout the world, there has come out of the motion picture studios of Hollywood occasionally a cinema creation so startlingly dramatic and so marvellously beautiful that it deserves to be classified among the true works of art.

Once again that has happened. D. W. Griffith has produced what I believe to be another great achievement in his brilliant motion picture career.

I wish to thank Mr. Griffith publicly for conferring upon me the signal distinction of bringing before the people of our great metropolis "Drums of Love," at the Liberty Theatre this evening.

MORRIS GEST.



ROXY

Like the Mating of Twin Volcanoes— Vesuvius and Fujiyama

In the history of the world, these great natural wonders--the chief outlets for the fire and passion of a troubled world--Vesuvius and Fujiyama--have been symbols through the centuries.

Imagine the melding of these great forces of nature--and then picture the greatest love story of the world with two dynamic natures that sweep on irresistibly, overcoming every obstacle.

All the great lovers of history will be forgotten when you see D. W. Griffith's powerful, mystifying, terrific and overwhelming love story, "Drums of Love," which is being presented twice daily at the Liberty Theatre by Joseph M. Schenck in association with Morris Gest.

D. W. GRIFFITH'S "DRUMS OF LOVE" with Mary Philbin
LIBERTY THEATRE, 42nd Street, W. of B'way
Twice Daily: 2:30 and 8:30—Sun. Mat. at 3
ALL SEATS RESERVED

First Matinee Today AT 2.30

D. W. Griffith's

"Drums of Love"

with MARY PHILBIN

LIONEL BARRYMORE
ALVARADO
TULLY MARSHALL
WILLIAM AUSTIN

LIBERTY THEATRE

ALL SEATS RESERVED

REHOLD, THE

Henry Miller's
Grant Mitchell

A Genius Returns

IN "Drums of Love," Mr. Griffith brings to his audience a costume tragedy acted in exquisitely fluid pictures, with episodes beautified in composition beyond anything he has done in recent years. I think his finale, a reproduction of the lovely and poignant climax in which Paolo and Francesca are stabbed to death by Paolo's hunchback brother, is one of the finest moments on any screen in town, and the film throughout is cast in an atmosphere of richness.

"Drums of Love" is, as Mr. Griffith's programs acknowledge, a variation of the Paolo and Francesca theme, with the action now placed in South America, the characters changed in name and, in various ways, in intent. The basic movement—the love of a handsome lad for the beautiful wife of his deformed brother—is retained.

The story is told upon the screen in the only manner possible for the narrating of so devious and so intense a tragedy of love. I don't care so much for it as drama, because of its deliberative pace. But its scenes are enchanting, its form superb. The genius of Mr. Griffith is at all times heavy upon it. It is a study in pictorial magnificence drawn by, to me, the one great man of the films.

141 Broad of Commerce

Julius Blumberg, Inc. Black Publisher
62 Trinity Place, New York

9

SUPREME COURT: NEW YORK COUNTY.

MANUFACTURERS TRUST COMPANY,
Plaintiff,

-against-

G.A.H. PICTURES CORPORATION, DAVID W.GRIFFITH, ADAM P. GRAY AND ALBERT L. GRAY, Defendants

Notice of Appearance and Demand

Sir:

Please to take Notice, That the defendant, David W. Griffith,

appears in this action, and that I am retained as Attorney for him therein, and demand that a copy of the Complaint and all other papers in this action be served on me at my office, number 130 West 42nd Street, Boro of Manhattan, City of New York.

Dated January 26th 1928

Yours, &c., ALBERT H.T. BANZHAF
Attorney for Defendant
David W.Griffith

Office and Post Office Address
130 West 42nd Street,
Boro of Manhattan
City of New York.

To JONAS & NEUBURGER *Esq.,*
Plaintiff's Attorney

Notice of Appearance

Attorney for Defendant

Due service of a notice, of which the within is a copy, admitted this ——————————day of ——————————19——

Plaintiff's Attorney

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

BELASCO THEATRE

FORTY-FOURTH STREET, NEAR BROADWAY
NEW YORK CITY

Under the Sole Management of
DAVID BELASCO

January 25, 1928

Dear Mr. Griffith:

Your exquisite "DRUMS OF LOVE" appeals to me as being the most precious gem in your crown of glorious achievement. For sheer beauty of treatment it stands alone. Never has love story been so appealingly, so touchingly told. The appeal of "Manon Lescaut", of "Paola and Francesca" of other great love stories of the past is contained in this picture which throbs and beats with emotion. In the literature of the ages, prose or poetry, the tale of the love of man and maid has never been so perfectly expressed! Now I know why you are regarded as the world's supreme artist in telling a story on the screen.

If ever life was represented in a manner to stimulate the imagination and the emotions of humanity, "DRUMS OF LOVE" is so done. I defy anyone to see it without feeling a quickening heart-beat. It arouses in one a keen sense of the beauty of love. I know that I left the theatre with a heart-glow which made every woman I saw seem more beautiful. I am sure that everyone in the audience consciously or unconsciously, felt this too.

The photography is a revelation; the lighting perfect; everything which only your ingenuity could devise for a superb result is there.

And the acting! Lionel Barrymore is superb as the huge, misshapen Duke. He puts pathos as well as strength and power into a character delineation which only such an artist as he could present. Mary Philbin was never so beautiful nor so perfect. And that young lover! As played by Don Alvarado, what girl could keep from loving him? Tully Marshall with his sneaking, malicious villiany, in fact all the principals played as only good actors can play when they are inspired by the right director. As for your ensemble with its hundreds of people, I was thrilled! No stage or screen of this or any other country has presented such a series of superior spectacles, many of them ravishingly beautiful. If only the stage were not so physically limited and some of your scenes could be transferred to it how America, and Europe too, would gasp in admiration!

Whoever loves good acting, whoever loves beauty, whoever loves the artistic, whoever loves love should see this picture - and all true enthusiasts of the screen and lovers of the artistic should assemble to crown you with the laurel to which the conqueror is entitled. You have earned it dear, wonderful David Wark Griffith. I salute you!

Faithfully,

David Belasco

Sixth Annual Benefit Performance

New York's most popular Musical Show

"THE MERRY MALONES"

with GEO. M. COHAN

ERLANGER THEATRE

WEDNESDAY EVENING, FEBRUARY 29th, 1928

For the Benefit Fund of the

National Stage Children's Association, Inc.

562 Fifth Avenue, New York City

Telephone BRYant 5817

GEORGE M. COHAN,

Chairman Benefit Committee

January 25, 1928

Mr. D.W.Griffith,
1476 B'way
New York City Attention of Miss Conway

My dear Miss Conway:

As chairman of the above committee I am taking the liberty of writing and asking if you will not be good enough to continue your support of our organization in its splendid work by again subscribing for tickets for this benefit performance for the same amount as you have subscribed in previous years

I am very anxious indeed to make a splendid success of this party, and I can assure you that your cordial co-operation will be most gratefully received.

The orchestra seats are $25 each, and your previous subscription was $100. I take the liberty of enclosing four orchestra tickets.

Cordially yours,

George M. Cohan

George M. Cohan,
Chairman, Benefit Committee

P.S. These seats are in the first eight rows.

Make Checks payable to National Stage Children's Association, Inc.

COPY

LES ARTISTES ASSOCIES, S.A.
20 Rue d'Aguesseau,
Paris

January 25th.1926

Mr.Arthur W.Kelly,
Vice-President Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York.

Dear Mr.Kelly:-

French Contingent

There has been no further developments in the proposed contingent law other than much discussion among the members of the Chambre Syndicale (equivalent to a Film Board of Trade comprised of distributors, exhibitors, producers, and all interested in the industry, divided into respective sections) They have been endeavoring to come together on the recommendations to be presented to the Herriot Commission who will draft the law to be eventually submitted for action to the French Parliament. One Section was for 9 French films for 1 American, another for 7 to 1 and another proposal was that instead of a contingent, exhibitors should have to show at least 25% French films, computed on the total length of films run throughout the year. It is generally believed that 9 to 1 will be the basis eventually decided upon.

I doubt if the question will reach Parliament before April as that body has many important matters scheduled for discussion meanwhile

Herriot told Colonel Lowry in a personal interview last week that the contingent law would receive long and careful consideration before exactment and that no measures which were unfair to, or a hardship on the distributors of American films would be considered.

Yours sincerely,

(signed) Guy Croswell Smith

January 28, 1920.

Mr. Jordan Watson,
The Arts,
19 East 59th Street,
New York, N. Y.

Dear Sir,

Mr. Griffith wishes me to acknowledge and thank you for sending him the two copies of your magazine, one with the very nice article by Miss Stella Loch.

Very truly yours,

Secretary to Mr. Griffith.

COPY

STATE OF NEW YORK

Education Department

Motion Picture Division

James Wingate
Director

Offices
330 W. 42nd St.
New York City.

January 25, 1928

United Artists Corp.
729 Seventh Avenue
New York, N. Y.

ATTENTION OF: MR. H. D. BUCKLEY

Gentlemen:

Upon reviewing your picture entitled "DRUMS OF LOVE" last night, I am unable to change the eliminations made by our Reviewers, as indicated in our letter to you under date of January 20, 1928.

Very truly yours,

JAMES WINGATE
Director.

JW/SM

ELIMINATIONS "DRUMS OF LOVE"

Reel 9: In scene where Leonardo and Emanuella are embracing on couch -- Eliminate all views where Leonardo draws Emanuella's body close to his.

" ": Eliminate scenes of Leonardo kissing Emanuella on breast and knees.

Reel 10: Eliminate close views of Gatho's hands on Sopi's throat.

Reel 13: Change sub-title "That was all-there was no more than this."

JONAS & NEUBURGER

TELEPHONE BEEKMAN 7020

EDWIN JONAS
PHILIP LEHMAN
LOUIS A. NEUBURGER
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SIDNEY R. NEUBURGER

RAYMOND BOGGS
LYLE EVANS MARSH
BENJAMIN FINLAN
LEONARD V. MILLER
RUSSELL H. WHITE
HERMAN S. BENJAMIN

119 BROADWAY
NEW YORK

January 26, 1926

Re: Manufacturers Trust Company v. G & H Pictures Corporation, et al

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

This is to acknowledge receipt of your letter of the 25th inst., enclosing your notice of appearance on behalf of the defendant David W. Griffith, and to admit service thereof as of this date. The complaint was served upon you on the 24th inst., and I assume that you will be in touch with me before Mr. Griffith's time to answer expires on the 13th day of February.

Our process servers have been trying to serve Mr. and Mrs. Grey and the corporate defendant, but have not as yet been able to effect service. If you can facilitate same, I know you will do so, and will appreciate your advising our Mr. Cook just where Mr. Grey can be readily found for service upon him and his corporation, and where Mrs. Grey can be reached in the city. May I not expect to see you to discuss the matter within the next week.

Very truly yours,

Murray I. Jacobs

For JONAS & NEUBURGER

MLJ:B

COPY

LES ARTISTES ASSOCIES, S.A
22 Rue d'Agressseau
Paris.

January 26th, 1928

Mr Arthur W. Kelly,
Vice President Treasurer,
United Artists Corporation,
729 Seventh Avenue,
New York.

Dear Mr Kelly:-

Since writing my letter of yesterday referring to the proposed French Contingent law, it is rumoured today that the Government has decided that Contingent regulations may be established by a decree of the Minister of Fine Arts and Education and it was therefore not necessary to have the matter brought to the Parliament. The Government lawyers have been examining this question for sometime to ascertain the powers of this Ministry and have apparently come to the decision above stated

It is said that the decree will be published next week to take effect September 1st. The exact conditions of the decree are not yet known. I will send you a copy as soon as it is published.

Yours sincerely,

(signed) Guy Croswell Smith

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128

Jan. 27th, 1926

Banshaf & Pembleton,
130 West 42nd St.,
New York City.

Gentlemen:-

In reply to your letter of Jan. 20th, we are sorry to state that we are unable to give any further information as to the exact office of Mr. Morris Cohen.

For your information my partner Mr. Weber was in front of 729 7th Ave. and was asking where to obtain shots that were necessary for our requirements. During the converation a man standing neeeby overheard Mr. Webers request and replied that he had just what we wanted.

This man who later gave his name as Morris Cohen said, if Mr. Weber would wait he would have the film there in a few minutes. He returned and my partner purchased them, but as to the place where obtained we are unable to give you that information.

As Mr. Weber was not familiar with the scenes at the time and not knowing of possible irregularties he did not question any further in this matter.

Sincerely yours,

TRIANGLE PROJECTION SERVICE

R.H.Swan

RHS:MB

R.H.Swan, Bus. Mgr.

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES MICHELSON
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

January 28, 1929

Miss Cecilia Conway
D. W. Griffith, Inc.
729 Seventh Avenue
New York City

Dear Miss Conway:

Would you please advise us what was Mr. Griffith's contract with Mr. Hiram Abrams with reference to the purchase of rights of BROKEN BLOSSOMS for Mexico and Australia. Would you also kindly advise us when Mr. Abrams' lease expired on this subject for these territories, or whether Mr. Abrams had a perpetual ownership in these rights for these territories.

Yours very truly,

UNITED ARTISTS CORPORATION

Vice President & Treasurer
Arthur W. Kelly

AWK:AA

THE

REFLECTIONS AND

Lewis Stone and Maria Corda in "The Private Life of Helen of Troy."

PAOLO AND FRANCESCA

Mr. Griffith's "Drums of Love" Gives Tragic Legend Brazilian Background

By MORDAUNT HALL.

OUT of the old love story of Paolo and Francesca, which has served as the inspiration of poets and musicians, D. W. Griffith has produced a picture and called it "Drums of Love." The action in this new effort takes place in Brazil in the nineteenth century, but the characters are easily recognizable. It is told with fine photography and a keen sense of the artistic. It is a narrative in which Mr. Griffith does not choose to have the audience miss the affectionate glances, the passionate embraces, the velvet eyes of the hero, nor the [illegible] form of the fair lady. In window, and, on the far side, unknown to the others, is Cathos, who has returned secretly from the battle zone. Here the darkness is grim, almost as sinister as the presence of the humpback, Cathos. Emanuella is strikingly beautiful as she paces back and forth in her room. Mr. Griffith sees to it that this heroine is always clad as though she were quite conscious of her charms, and hopeful that her presence may be appealing to Leonardo.

***

Sheik Noah Beery.

BEAU SABR[illegible]R," the picturiz[illegible]tion of P[illegible]

[illegible] that there is perhaps occasionally a little too much of the amorous whispers.

For pecuniary reasons the background was transplanted to South America. It would be most interesting to see what Mr. Griffith—who is unquestionably an artist, a producer able to elicit excellent work from the players and give to his scenes a symmetry of line that is most compelling—would do with a story wherein he did not have to consider the financial results. He produced one of the finest shadow plays ever made in "Isn't Life Wonderful." It was touching in its beautiful simplicity. Mr. Griffith is a student who delves into books and plays for all his film work. This fact is most marked in his interpretation of the Paolo and Francesca tragedy, for there is nothing haphazard about any of the scenes. He has his reasons and they are based on experience and study. He is imaginative when it comes to adding to the suspense of his picture by the lighting effects, and even though you may be thoroughly familiar with the study on which "Drums of Love" is based, you still find yourself held and stirred by the scenes. He also has the good sense to keep out of his picture any extraneous comedy, permitting the humor to issue in a natural fashion. And although he has a weakness for extravagant love scenes, his argument is that the poets in singing this song of love cannot be accused of much restraint.

Mr. Griffith has made something like 250 pictures, counting the short ones in the old Biograph days. His "Birth of a Nation" is an undying epic. In his "Intolerance" he anticipated the times. His "Broken Blossoms" was a most dramatic picture play, and he has many others to his credit.

This director's first picture was one called "The Adventures of Dolly," and now he is returning to Hollywood to produce a film known as "The Battle of the Sexes," a story by Dr. Carson Goodman which Mr. Griffith filmed once before. So far the only player chosen for this production is Donald Crisp, a director and an actor, who incidentally figured as the brutal pugilist in the adaptation of Thomas Burke's story "The Chink and the Child," known in film form as "Broke Blossoms."

Mr. Griffith believes, and rightly, too, that the idea employed by him in "Drums of Love," that of telling the story in a measured tempo, is what is wanted in more pictures. It avoids the interruptions caused by a jumble of short scenes that go on and off in a kaleidoscopic fashion.

There are flashes in Mr. Griffith's new production that are as striking as a Leighton or a Burne-Jones painting. Possibly his most successful sequences are where Cathos, as the crippled brother is called, first comes into Emanuella's presence, and the other is that depicting the bride's fight against temptation and her final surrender by giving the signal by opening the window curtains. In the darkness outside are Leonardo, hopefully awaiting the streak of light from Emanuella's [illegible] the dance, [illegible] the earlier [illegible] but it is [illegible] theless, a picture endowed with much beauty. No more wonderful desert shots have been screened than those that meet the eye in "Beau Sabreur." And through the competent acting of all the members of the cast the picture never fails to hold the attention.

Here again Noah Beery is the outstanding figure. He was a brutal sergeant in "Beau Geste." But this time he is a somewhat mannerless Sheik, probably more like the average run of Sheiks than any of the Edith Hull conceptions. Sheik Hamet is not without taste in his raiment, and when he is not eating there are times when he is not so bad-looking. He is not blind to feminine loveliness, and Mary Vanbrugh's attractive presence causes him to make an effort to have her thrown in as part of the treaty he is asked to sign with the French Government. But our hero, Major Beaujolais, while he has found Mary to be a handicap in making his desert journey, is not exactly in a mood to turn her over to the Sheik.

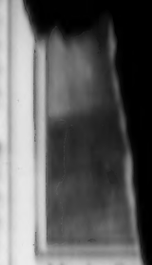
***

Wild Beasts.

THERE are some thrilling scenes in "Simba," another of Mr. and Mrs. Martin Johnson's film records of jungle life. Here they show more lions in one scene than have been pictured before, and the incidents where the Lumbwa natives are depicted spearing the lions and another showing two lions tearing at the carcass of a zebra are tremendously exciting.

The various scenes have been spliced together most skillfully, and an audience on the opening night frequently evinced the effect of the stirring chapters.

The comedy in this picture is adroitly obtained. Sometimes the sight of a baby elephant trotting



Mack Se[illegible]

[illegible] along ahead [illegible] aroused laug[illegible] [illegible] times it was [illegible] bizarre giraff[illegible] [illegible]ment. The ch[illegible] a potential m[illegible] was not a vet[illegible] when a lion fo[illegible] sticking in its [illegible] evidently felt fo[illegible] mal.

"The Last [illegible]

EMIL JANNIN[illegible] wood product[illegible] story. It was [illegible] von Sternberg wi[illegible] notably in those s[illegible] he in a motion pict[illegible] are times in the s[illegible]sia where General [illegible] Jannings) is depicte[illegible] military duties that [illegible]berg does not portr[illegible] he might have done [illegible] of this military offic[illegible] so more successfully [illegible] enhanced even the v[illegible]ring story, which w[illegible] inspired by the dram[illegible] of a Russian officer [illegible] country after the rev[illegible]

Tragic though the [illegible] story is, it is achieve[illegible]

THIS WEEK'S PHOTOPLA[illegible]

ROXY—"13 Washington Square," with Jean Hersholt and Alice Joyce.

CAPITOL—"The Student Prince," with Ramon Novarro and Norma Shearer.

MARK STRAND—"The Circus," with Charles Chaplin.

COLONY—"Buck Private," with Malcolm McGregor and Lya De Putti.

PARAMOUNT—"Old Ironsides," with George Bancroft and Wallace Beery.

CAMEO—"The Private Life of Helen of Troy," with Maria Corda.

HIPPODROME—"The Rush Hour," with Marie Prevost.

RIALTO—"The Last Command," with Emil Jannings.

BROADWAY—"San Francisco Nights," with Percy Marmont.

FIFTH AVENUE—"Midsummer Night's Dream," with Werner Krauss.

LIBERTY—"Drums of Love," with Mary Philbin and Lionel Barrymore.

EARL CARROLL—"Simba," Martin Johnson's African jungle film.

LOEW'S LEXINGTON—Today and tomorrow, "Sorrell and Son"; Tuesday and Wednesday, "The Crystal Cup"; Thursday and Friday, "The Love Market"; Saturday, "Now We're in the Air."

LOEW'S NEW YORK—Today, "Opening Night"; tomorrow, "Sorrell and Son"; Tuesday, "Law and the Man"; Wednesday, "The Rough Riders"; daily change of program.

GAIETY—"Chicago," with Phyllis Haver.

EMBASSY—"Love," with [illegible]

RIVOLI—"Gentlemen Pre[illegible] with Ruth Taylor, Ford Swain and Alice White.

TIMES SQUARE—"Sunri[illegible] O'Brien; also Movietone[illegible]

WARNERS'—"The Jazz [illegible] Vitaphone interpolations [illegible] songs.

LOEW'S SHERIDAN—[illegible] morrow, "West Point"; Wednesday, "Quality [illegible] day and Friday, "[illegible] Saturday, "Sorrell and [illegible]

LOEW'S STATE—Today [illegible] Son"; balance of th[illegible] We're in the Air."

OLYMPIA—Today throu[illegible] "My Best Girl"; We[illegible] to Saturday, "Breakfa[illegible]

PLAZA—Today and ton[illegible] Must Dress"; Tuesda[illegible] day, "The Girl F[illegible] Thursday and Friday, [illegible] Saturday, "The First [illegible]

BROOKLYN STRAND—[illegible] with Charles Chaplin.

KEITH-ALBEE MOMAR[illegible] tom of the Opera," with [illegible]

PROCTOR'S 86TH ST[illegible] through to Wednesda[illegible] Cheaters"; Thursday thr[illegible] day, "Old San Francisco[illegible]

ASTOR—"The Enemy," [illegible] Gish.

CENTRAL—"Uncle Tom's [illegible]

CRITERION—"Wings," wit[illegible] and Charles Rogers.

January 20, 1926.

National Stage Children's Assn. Inc.,
[illegible] Fifth Avenue,
New York, N. Y.

Gentlemen:

We regret exceedingly to advise that we are unable to subscribe to your benefit performance to be held February 29th, due to the fact that Mr. Griffith is producing for the United Artists Corporation at this time and we, consequently, have no appropriation for this purpose.

We are returning herein the four tickets sent to us.

Very truly yours,

D. W. Griffith, Inc.

January 30th 1928.

Mr. Emil Jannings,
7367 Hollywood Blvd.,
Hollywood, California.

Dear Mr. Jannings:

I am taking the liberty of sending to you a copy of Knut Hamsun's "The Growth of the Soil" for which you will remember Mr. Hamsun was awarded the Nobel prize in literature -$125,000. This story has been translated into all modern languages and is possibly one of the most widely read stories in the world. I received this story from Mr. Sonnenfeldt who is the owner of the film rights for the entire world and is anxious to have you consider the same for pictures. It certainly is a great story and you surely could bring it to life in the role of "Isak" by a portrayal thereof on the screen.

If after reading this story you should be interested in it speak to our mutual friend, Mr. Henry Herzbrun, and he can get in touch with me through our other mutual friend Mr. Louis Swarts.

I also want to advise that I can procure for you the foreign rights of "Pagliacci". You will remember that you and Mr. Erich Pommer once considered doing this while Mr. Pommer was still with the Famous. Should you be interested in "Pagliacci" I would suggest that you also take the matter up with Herzbrun and show him this letter.

I had the pleasure of seeing your "Last Command" and it would be useless for me to join the countless thousands in acclaiming your excellent work. I do want to say, however, that as good as it is, to my mind it did not have that wonderful appeal of your portrayal in "The Way of All Flesh".

Trusting that you and Mrs. Jannings are well and with kindest regards and best wishes to you both, I remain

Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM

January 30th 1928.

Mr. Louis Swarts,
Paramount Famous-Lasky Corporation,
Paramount Building,
Times Square,
New York City.

Dear Louis:

I have written this day to Emil Jannings and forwarded to him a copy of Knut Hansum's Nobel prize story "The Growth of the Soil" picture rights to which are owned by Dr. Gunnar Sommerfeldt, who has handed the book to me to be forwarded to Mr. Jannings for picture production purposes.

I have also recalled to Mr. Jannings that he and Mr. Erich Pommer once considered doing "Pagliacci" and advised him that I was in a position to procure the foreign rights to this opera for picture purposes and I suggested to Mr. Jannings that if he were interested in either of these subjects that he should speak to our mutual friend, Mr. Henry Herzbrun, regarding the same and who in turn would talk the matter up with you. I trust you will forgive me for being so presumptuous in suggesting that Mr. Jannings get in touch with either you or Mr. Herzbrun in case he should be interested in either or both of these subjects. At least my intentions are good and if I am successful in placing either of these stories I can make an honest dollar or two.

With kindest regards and best wishes, I remain

Sincerely yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

M. E. HARBY
21 NASSAU STREET
NEW YORK

January 30, 1928.

Albert H. T. Banshaf, Esq.
130 West 42nd Street
New York City

Dear Mr. Banshaf:

When I last saw you, you mentioned the case of a foreign corporation being admitted to do business in New York which shortly thereafter was required to pay a large increase in its taxation. The question considered, as I recollect it, was whether the State could increase the amount of taxes required to be paid by the foreign corporation. I suggested that the question had been decided by the U. S. Supreme Court. The case that I had in mind is Hanover Fire Insurance Company against Carr, 47 Sup. Ct. Rep. page 179, decided in November, 1926. That case holds that a foreign fire insurance company may be compelled by the State of Illinois to pay any tax imposed by the State for the privilege of doing business in Illinois, but after having been admitted into Illinois, a tax could not be imposed upon the foreign corporation greater than taxes imposed upon local corporations doing the same business.

The Supreme Court decision will apply to your case if the taxes imposed upon your foreign corporation after it was admitted into the State of New York were greater than taxes imposed by the State of New York upon New York corporations doing similar business; by doing a similar business is meant, I think, corporations similarly classed, corporations being divided into business corporations, banking corporations, public utilities corporations, etc.

I hope that the above decision may be of some use to you.

Yours sincerely,

M. E. Harby

MEH/MS

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7300

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN OF THE BOARD
MARY PICKFORD
DOUGLAS FAIRBANKS
CHARLES CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

January 30th, 1928

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Attention Miss Conway.

Gentlemen:-

With reference to your recent authorization for one print of "HIS DARKER SELF" for the Orient, - on September 7th, 1927 you wrote Miss Rusk and advised that Mr. Gray wished us to discontinue taking contracts on this subject in the Far Eastern territory.

Will you please now let us have your authorization to continue taking contracts on this subject in that territory until all prints which they have, including the one recently authorized, are worn out.

Yours very truly,

UNITED ARTISTS CORPORATION

T. P. Mulvooney

Foreign Sales Manager.

Not for Australia

TPM:WG

January 30th 1928.

Mr. John Gentile,
Motion Picture Producers & Distributors of America,
469 Fifth Ave.,
New York City.

Dear Mr. Gentile:

Referring to yours of the 19th inst. I have just received a letter from Mr. Swan, copy of which is herewith enclosed.

It appears that Mr. Swan will be unable to definitely state which Mr. Cohen sold him the cut-outs. However, may I suggest that an attempt be made to purchase some of these cut-outs for an apparent purpose for use thereof in connection with a civic affair showing the activities of say the State of Massachusetts. in the Revolutionary War. In this manner perhaps it will be possible to ascertain the man who has cut-outs of this picture in his possession.

Very truly yours,

R:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

January 12, 1920.

Mrs. Mary E. Sherrill,
40 Church Street,
Winchester, Mass.

Dear Madam,

We have returned to you, via parcels post, your book "The Empress Might Have Been" and wish to thank you for your courtesy in submitting same to us and your patience. Return of this book was delayed pending decision of Mr. Griffith's part regarding the type of story for his next production, and in view of the fact that he has decided to make a modern story, we regret we are not in a position to consider your story.

Very truly yours,

D. W. Griffith, Inc.

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S. M. H. CORPORATION

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~~[illegible]~~, NEW YORK
January 31st, 1928.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I am enclosing herewith check of S.M.H. Corporation to the order of D.W. Griffith, Inc. for $1,675.00 in payment of semi-annual interest on $67,000. mortgage due February 1st.

Will you kindly acknowledge receipt by return mail and oblige,

Yours very truly,

Chas. F. Cathin

Assistant Treasurer.

67000
5
2/33'50.00
16 75

CFC:MML

RUMORED DIFFERENCES ON PRODUCTION MAY SPLIT PATHE-DE MILLE FROM K-A

J. J. Murdock, for K-A, Reported Insistent Film Affiliations Turn Out Lower Cost Product of Better Quality Than at Present—Hot Conferences Going On—Bankers Called Attention to Production Appropriation and Its Use

Heated conferences have been held between Keith-Albee and Pathe-P. D. C. executives. A split over trouble with K-A throughout the picture affiliations developed.

Banking interests whom the Albee group influenced to finance Pathe are protesting as but half the pictures required have been made on the money appropriation assigned out for Pathe production activities at the beginning of the season. If the program is to be completed the bankers will have to produce more funds, it is said.

In addition the K-A executives have evidently heard from the bankers whom they interested in Pathe to the effect that they have carried the money spent in production, is not recoverable on account of quality and limited outlet, these complaints being passed on to Pathe by K-A.

While Keith-Albee cannot be held legally for the money advanced to Pathe, the former feels partially responsible on account of influencing the financing of the Pathe-P. D. C. affiliation.

The Keith-Albee people are not satisfied, it is said, with the type of picture production turned out by Pathe this season, feeling the difference in receipts in Keith-Albee houses where Pathe pictures have been shown.

De Mille's Position

Difficulties between Keith-Albee officials and Cecil B. De Mille have been current for some time past. With De Mille in a position where he is not obliged to accept orders from Keith-Albee these difficulties have continued up to the present without change in conditions.

It is reported K-A had an official working with De Mille, who was dismissed for trying to show De Mille how to make pictures.

During the conferences held in the past week it has been proposed that a representative of the K-A and banking interests be appointed to advise De Mille on type of picture wanted and to hold down costs, this executive to be paid by Pathe and kept independent of De Mille for salary and position.

It is doubtful whether De Mille will accept the plan. Several Pathe men are being considered for the precarious job.

Murdock's Stand

On the K-A side the chief stickler for low cost productions of a quality to at least draw back their production investments through theatre circulation is John J. Murdock. Though Murdock is president of Pathe, his show interests are mainly with K-A.

It is said Murdock accepted the Pathe presidential post with the understanding all Pathe-P. D. C.-De Mille product would be made at a reasonable cost, not to exceed its possible circulation's gross.

This has not been done, from accounts, through Pathe's limited area for feature films, with Murdock reported continuously remonstrating, to the effect he would prefer to vacate the presidency of Pathe, rather than to be continually at odds with its production division.

Other than the banking connections, neither K-A nor E. F. Albee or Murdock, K-A's principal executives, has any actual money investment of their own in any of the three combined picture concerns.

Salesmen's Officers

New York Film Salesmen (ass'n.) has chosen for the ensuing year: president, G. W. Wolf (Fox); first vice, Gus Soloman (F. N.); 2d vice, Matthew Cahan; treasurer, Saul Trauner (Hollywood); recording sec., M. H. Markowitz (Hollywood); financial sec., B. Rappaport (Tiffany); historian, Jack Goldstein (Commonwealth); sergt-at-arms, Jules J. Jasper (Educational); trustees—Frank Walsh (Fox), Sol Little (Edu.).

Board—Joe Weinberg (Big U), Joe Felder (Pathe), Richard Gledhill (Fox), Jack Ellis (FBO), L. W[illegible]sler (Pathe), Bernard Scholtz (Red Seal).

Home Office Slogan

An ex-manager of a chain theatre gets the home office idea in:

Good business, good show. Bad business, bad manager.

FOXES 5,000-SEATER IN ATLANTA'S MOSQUE

Atlanta, Jan. 31.

A new mosque to serve as headquarters for Yaarab temple of the A. A. O. N. M. S., including as its principal feature a theatre-auditorium, seating 5,000, leased for 21 years by Fox, is to be erected at Peachtree and Kimball streets, in the center of fashionable Atlanta.

The development, exclusive of the amount paid for the lot, will cost $2,000,000 and the auditorium-theatre will be the sweetest thing of its kind in the south.

The policy of the new theatre will include Fox pictures with the matter of stage fare unsettled.

With Atlanta overvoted, the boys are trying to figure what a cut the new theatre will take out of the patronage of the downtown houses. The new theatre is on the edge of the fashionable northside residential district and is only a few blocks from the Erlanger theatre.

[illegible] Philadelphia, Jan. 31.

An $11,000,000 picture theatre seating 5,000 is to be erected on the southwest corner of 17th and Market streets by Fox.

The transaction has involved the acquisition by the Fox interests of one of the largest sites ever assembled for such a purpose, including a frontage of 248 feet on Market street and a depth of 176 feet on 17th, extending to Ludlow street.

Denny's English-Mades

Los Angeles, Jan. 31.

During the shutdown at Universal City for February and March, Reginald Denny will go to London to make two pictures for British National.

Universal will release the pictures in America.

GERMAN TRIP OFF

Los Angeles, Jan. 31.

Ernest and Edward Laemmle and Willie Wyler, Universal directors, who were to have left this week for New York to sail for Germany, are not going.

Carle Laemmle has decided that they remain here to prepare on future productions.

It is likely that German directors will turn out the necessary pictures to conform with the German quota.

CHANEY IN "KONGO"

Los Angeles, Jan. 31.

M-G-M purchased the screen rights for "Kongo," stage play, and will make a picture from it with Lon Chaney starred.

Carewe's Crew's Return

Los Angeles, Jan. 31.

Edwin Carewe, United Artists producer; Lew Jerome, business manager, and Harry D. Wilson, press agent, will return from New York March 5, at which date production on "The Bear Tamer's Daughter" starring Dolores Del Rio, will begin.

Lang Back With Columbia

Los Angeles, Jan. 3[illegible]

Walter Lang, director, retu[illegible] Columbia to make a pictu[illegible]

Lang is under a term [illegible] Columbia. He was lo[illegible] Cruze to direct [illegible] Pathe-De Mille [illegible]

Fight Film, Ohio-Made, Is Finally Passed

Chicago, Jan. 31.

After prolonged legal controversy, showing of the Tommy Dempsey fight pictures finally has been permitted in Ohio.

John C. Clinton, state censor, had refused to review the films on the grounds of illegal transportation. The Midwest Film Exchange secured a mandamus and forced Clinton to review the picture, proving the print in question had been made in Ohio. The film was passed.

Leatrice Joy's Change

Los Angeles, Jan. 31.

On the expiration of her contract with De Mille March 1, Leatrice Joy, Pathe star, will sign with Inspiration for one picture to be released through United Artists in August.

The story, by Elsie Fee, has been written. Fee will also direct production, which is scheduled to start in London early in June.

JIMMY STARR AS ADVISOR

Los Angeles, Jan. 31.

Jimmy Starr, who was known as the official lot poser for Warner Bros., where he wrote titles in his spare moments, is now functioning as a gag man at First National.

The balance of the time he is writing a series of articles in the Los Angeles "Record" telling producers why they are right and wrong.

NILS ASTHER'S BASE CHANGE

Los Angeles, Jan. 31.

M-G-M has purchased the unexpired portion of United Artists' contract with Nils Asther.

He plays the lead in "Laugh, Clown, Laugh," for M-G-M.

UFA EXCHANGES IN EASTERN SECTION

The Brunnan Film Corp. has been formed to distribute UFA films in the entire eastern district, headed by David Brill, for the past year manager of the Tiffany Exchange at 133 7th avenue, New York. Brill severed connections with the Tiffany office Jan. 31.

The new distributing channel for UFA has a contract signed by Brill for five years. The contract also includes 18 short subjects.

It is the sacred plan of Brill, with Wynne Jones, New York representative of UFA, assenting, to establish exchanges in various cities.

Joseph Bloch has been named treasurer of the new distributing organization.

Buenos Aires Studio

Los Angeles, Jan. 31.

Hollywood Argentine Film Company, which will produce Tom Mix pictures in South America, has signed Edward Langley as art director. Langley was with Douglas Fairbanks in the same capacity for eight years.

Under his contract with the South American company Langley will supervise construction of a studio to be built in Buenos Aires and will leave New York with the first group to go south Feb. 14.

McCarthy on M-G-M Lot

Los Angeles, Jan. 31.

John P. McCarthy is back on the M-G-M lot to direct the picture originally called "Women Love Diamonds." A picture was made and released under that title last year.

McCarthy and M-G-M temporarily parted company when the director declined to play second fiddle to Robert Flaherty, who was sent to the South Seas to make a picture.

JUNE COLLYER'S STATUS

June Collyer was mentioned in Variety's issue of Jan. 25 as an M-G-M player.

She is with Fox and one of this year's crops of Wampas baby stars.

CHICAGO'S HEAVY BREADLINE TELLS OF UNEMPLOYMEN[illegible]

Many of Jobless of Higher Calibre Than Usu[illegible] No Effect on Picture Houses Yet—Relieved [illegible] ation During 1928 Looked For

Chicago, Ja[illegible]

Since December the [illegible] Army has had a breadlin[illegible] cago ranging from 200 [illegible] sons daily.

Statistics compiled by [illegible] Department of Labor s[illegible] ent number of unemp[illegible] that at any time sin[illegible]

The horde of 'bo[illegible] dlers infesting the [illegible] York's Times Squa[illegible] like a coterie of p[illegible] comparison. Loop[illegible] that they are being [illegible] "coffee money" tha[illegible] in years.

An unusual an[illegible] ployment situati[illegible] disclosed by S[illegible] chief of the Illi[illegible] bor Statistics. [illegible] breadline was [illegible] comparison t[illegible] less, as qui[illegible] latter are [illegible] with the [illegible] during [illegible] joble[illegible] ord[illegible]

LOCAL NEWSREEL SHOTS

Hand cameras are being supplied for the convenience of all Universal theatres for the purpose of getting local or neighborhood items, to add to the weekly newsreel.

Roach May Take 30 Day Rest in April

Los Angeles, Jan. 31.

Hal Roach's studios may close in April for the annual 30-day vacation, instead of July as in former years.

The closing will take place earlier than previously as Roach will be finished with this season's product by that time.

Employees at Roach get half pay during the four-week vacation.

Paramount Dull in Feb.

Los Angeles, Jan. 31.

Paramount will not have more than two productions in work d[illegible] ing February. Starting o[illegible] season's program around [illegible] about 10 companies wi[illegible] at that time.

ASS'T D[illegible]

George [illegible] with C[illegible] Girl [illegible]

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

OFFICE OF
CHARLES C. PETTIJOHN
GENERAL COUNSEL

February 1st, 1928.

Albert H.T. Banzhaf, Esq.,
180 West 40th Street,
New York, N.Y.

Dear Mr. Banzhaf,

Thank you for your letter of January 30th enclosing a copy of letter you received from the Triangle Projection Service.

With reference to the cut-outs of Mr. Griffith's photoplay, "America", I am going to follow your suggestions and try to locate the Mr. Cohen that sold the film involved in this matter.

I will advise you as soon as possible the result of my investigation.

Very truly yours,

John Gentile

John Gentile.

JG:P.

February 1, 1930.

Mr. M. H. Mulrooney,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Mulrooney,

In reply to your communication of January 11th which called to our attention an offer for "Way Down East" and "Orphans of the Storm" in France for home movie use, please be advised that we are not interested in this.

Thanking you for calling the matter to our attention, we remain

Very truly yours,

D. W. Griffith, Inc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Banshaf

From G. M. Gosney

Date Feb. 8, 1926.

Time

Reply to

Dear Mr. Banshaf,

Enclosed herewith I am sending the eight tickets for the box for the Lily Pons Benefit of "Carmen" next Friday afternoon. I hope you and Mrs. Banshaf will enjoy it, altho the widespread criticism of Juritza's "Carmen" is most adverse. However, as you have never heard or seen her it will be interesting. I do wish, though, that it were "Tosca" as she sings that beautifully and in it she is certainly a most gorgeous looking creature.

Please make all replies on back of this memorandum.

3

PARAMOUNT FAMOUS LASKY CORPORATION

Paramount Pictures

TIMES SQUARE NEW YORK

LEGAL DEPARTMENT
RALPH A. BOHN
LOUIS E. SWARTS
AUSTIN C. KEOUGH
CHARLES E. HAWTHORNE
LEWIS M. SCHEUER
GERRARD L. CAMPE
WILLIAM T. POWERS
ALLEN G. THURMAN
ATTORNEYS
ELES JOHN LUDVIGH
GENERAL COUNSEL

February 4, 1938.

Albert H. T. Banzhaf, Esq.,
130 West 42nd St.,
New York City.

Dear Bert

I have your letter of January 30th advising that you had submitted the stories named therein to Mr. Emil Jannings.

I am sending Henry Herzbrun a copy of your letter so that he will understand if Mr. Jannings speaks to him.

I am sure there could be nothing objectionable to your course of conduct.

Hoping to have the pleasure of seeing you soon and with kind regards, I am

Very cordially yours,

Les

LES/GMB

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CLT Cable Letter
WLT Week End Letter

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1928 FEB 2 PM 6 46

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D W GRIFFITH.

ASTOR HOTEL.

WIRE TODAY BRINGS SUNSHINE AND AM SPREADING THE GOSPEL STOP SATURDAY LETTER BROUGHT ONLY SIX REVIEWS TO JIMMY FROM ASHCRAFT ALL THUMBS DOWN AND JIMMY BOBBY AND MYSELF SPENT SUNDAY PULLING OUT THUMBS AND WONDERING WHICH OF US WAS CRAZIEST STOP BOW THREE TIMES TO VARIETY AND PROMISE NEVER TO KICK ABOUT THEIR PRICE FOR ADS AGAIN RESULTS WHAT I EXPECTED BUT COMING LATE MAKES IT SWEETER STOP LION STORY HAS GONE INTO DISCARD SINCE BOBBY FOUGHT UNIVERSAL OVER PHILBIN REPUTATION AFTER THIS STORY.

LLOYD.

TOWNSEND & KINGLESBERGER
COUNSELLORS AT LAW
[illegible] BROADWAY STREET

NEW YORK February 2, 1928.

Albert H.T.Banshaf, Esq.,
130 West 42nd Street,
New York City.

In re License Fee of D.W.GRIFFITH CO. INC.

Dear Mr.Banshaf:

We are informed that you desire an opinion respecting the liability of the D.W.Griffith Co. Inc. to pay the license fee to the State of New York for privilege of doing business in this State, which was finally fixed by the State Tax Commission, after a rehearing on January 16, 1928, at $29,491.66, and the decision received by the company's representative, Mr.Edward G. Zimmer on January 18, 1928.

In considering the question, we have assumed the following facts: That D.W.Griffith Co. Inc. was incorporated under the laws of Maryland on June 30, 1920 with an authorized capital of 500,000 shares of no stated par value; that it was and is engaged in the business of producing and exhibiting motion pictures in various states of the United States, the business constituting in part interstate commerce; that on July 6, 1920, the company filed the necessary papers with the State of New York for permission to do business in the State of New York enclosing a check for $75., and notified the State Tax Commission on the same day that it had made application to the Secretary of the State of New York for a certificate of authority to do business in New York; that on July 6th, 1920, the Secretary of State wrote the attorney for the corporation that it had received the application which had been referred to the Corporation Tax Bureau of the State Tax Commission for a computation of the license tax to be paid to that office; that on July 9th, 1920, the Secretary of State issued to the corporation a certificate of authority to do business in the State of New York, the certificate reciting that

> "the corporation had complied with all the requirements of law to authorize it to do business in this State";

February 8, 1928.

Albert H.T.Hanshaf, Esq.....8

that on the same day, July 9, 1920, a refund check of $21.85 was returned to the corporation by the State; that the corporation began business in New York State upon receipt of the certificate of authority just referred to.

During the year 1920, there was issued three classes of stock:

375,000 shares at $5.66-2/3 a share.....		$2,199,975.00
100,000 shares at $5.50 a share.....		550,000.00
21,693 shares at $10.75 a share.....		233,199.75
Total.....		$3,283,174.75

and valuing this capital at one and one-quarter mills would have made a license fee of approximately $4,103.97.

At the time this application for the New York certificate was made, Section 181 of the Tax Law of the State of New York (as amended by Chap.490 of the Laws of 1917), provided for the imposition upon certain foreign corporations, like the D.W.Griffith Co. Inc. of a license fee of one-eighth of one per cent.

> "for the privilege of exercising its corporate franchises or carrying on its business in such corporate or organized capacity in this state, to be computed upon the basis of the capital stock employed by it within this State, during the first year of carrying on its business in this State".

It was also provided that no action should be maintained by the foreign corporation after thirteen months from the time of beginning the business within the State of New York without obtaining a receipt from the Comptroller for the payment of the license fee

> "upon the capital stock employed by it within this State during the first year of carrying on its business in this State".

Nothing was said in the statute about "no par" stock.

In 1920, it was well established that the words "capital stock" in this statute should be interpreted not to mean the interest of the shareholders in the stock which they might own, but the proceeds derived by the corporation from the stock or the capital or property of the corporation.

February 8, 1922.

Albert H.T.Hanshaf, Esq.,.....

People ex rel. Consol. Ginseng Co. v. Kelsey
186 App. Div. 132; affd. 180 N.Y. 646;

People ex rel. Elliott-Fisher v. Schmer
148 App. Div. 614; affd. 206 N.Y. 634.

By Chapter 705 of the Laws of 1921, Section 181 of the Tax Law was amended by adding the following words to the statute:

> "The issued capital stock of any corporation issuing shares without designated monetary value shall pay for the use of the state a license fee of six cents on each such share employed in this state, as hereinbefore provided."

This Act was passed May 12, 1921, and took effect immediately.

A year not having elapsed since the corporation had made its application for authority to do business in the State of New York, the State Tax Commission decided that the amendment of 1921 governed the fixation of the license fee of the corporation; and although numerous conferences have been had with that Department, it was finally determined, upon application for revision, that the license fee should be six cents per share on 491,531 shares of the no par capital stock of the company, making the license fee $29,491.86.

In determining the correctness of the decision of the State Tax Commission, two questions arise:

(1) The corporation having made its application and procured its certificate to do business in the State of New York under the law that existed in 1920, should not this Act and not a later statute govern?

(2) If the Act of 1921 is held to be applicable, is that Act constitutional?

(1) It is a universal principal of the law of taxation that taxable status is fixed at some definite time. While the Tax Commission will claim that the taxable status of the corporation was not determined until the end of the year, we maintain that it was fixed at the time the application for the certificate was made, the year's delay being merely to ascertain in dollars and cents what portion of the capital was employed in New York State during the first year that

February 8, 1926.

Albert H.T.Banshaf, Esq.....4

the corporation exercised its corporate franchises within the State of New York. Every dictate of fairness and decisions under analogous statutes would seem to support our contention.

A corporation which finding that under existing law it need pay a license fee of approximately $4100 for the privilege of doing business in New York State, decided to come within this State should not afterwards be compelled to pay practically nine times the license fee under a later enacted law, not stated to be retroactive. Numerous authorities hold that a statute is never considered to be retroactive unless expressly so stated by the Legislature.

Jacobus v. Colgate, 217 N.Y. 235, 240;

Campbell v. New York Evening Post, 245 N.Y. 320;

People v. Cohen, 245 N.Y. 419;

Blodgett v. Holden, 48 Sup. Ct. Rep. (U.S.)105

On this branch of the case, the case of People ex rel. Terminal & Town Tax Corporation v. Wolf, 202 App. Div. 651, may also be cited, because it was held there that although the case was heard in 1922, the certiorari was issued in April 1921, and that Chapter 705 of the Laws of 1921, passed in May 1921, was not applicable.

It is our opinion that in an appropriate proceeding, the Court would hold that the taxation should be fixed under the law as it existed in July 1920 ($4103.97) and not under the amendment of May 12, 1921 ($29,491. 86).

Taking up the second question, which assumes that we are incorrect on our first proposition, and that because the first year of the corporation's business in New York had not expired, when the Act of May 12th, 1921, was passed, and that for that reason the Act of 1921 is applicable, we believe that in an appropriate proceeding it could be established that the Act of 1921 was unconstitutional both under the Federal and State Constitutions. In the leading case of:

February 4, 1928.

Albert H.T.Banshaf, Esq.,.....6

People ex rel. Terminal & Town Taxi Corpn. v. Wolf, 202 App. Div. 661,

which was decided in 1922, but, as stated by the Court, involved the interpretation of Section 181 of the Tax Law, as amended by Chap. 490 of the Laws of 1917, the State Tax Commission had valued the no par stock, on the assumption that it was worth $100 per share, although the corporation showed that the amount paid in for the issued stock was only $6.55 per share. The Court held that it was not the shares of stock that were valued for the purpose of the license fee but the capital or property of the corporation paid into the corporation by the shareholders. The Court next considered the franchise tax and held that that too was improperly fixed, and, in so holding, cited and relied upon People ex rel. Farrington v. Mensching, 187 N.Y.8 (Argued by Mr.Kindleberger in the Court of Appeals). The Court said (p.655):

> "We cannot escape the conclusion that the expression 'shall be deemed,' as employed in the provision under consideration, does have the force of 'shall be determined.' The compulsory valuation of $100 required by the provision as thus construed to be placed upon every share of no par value stock is entirely arbitrary, and necessarily would result in unequal taxation. It would require corporations having issued stock of the actual value of $5 per share to pay the same tax per share as corporations having issued stock the shares of which were in fact worth $1,000 per share. It might have the result of compelling corporations, employing in this State a capital of only $1,000, to pay, for the privilege of doing their limited business, the same taxes as corporations employing within the State a capital of $200,000. The words above quoted from the opinion of Judge Vann in the Mensching case apply with equal force to the tax sought to be imposed in the case at bar under the provision quoted from section 214 of the Tax Law, and compel the conclusion that the provision is unconstitutional."

While the valuation of six cents a share imposed under the Act of 1921 is less than a fee of one and one-quarter mills based upon the former arbitrary assumption that no par stock was worth $100, it is arbitrary, for a

February 8, 1928.

Albert H.T.Banshaf, Esq.....6

six cents' valuation would presuppose that the stock was worth about $40 and if it was actually worth a lesser figure, to that extent, there would be an arbitrary over-valuation. There has been a number of decisions in the Supreme Court of the United States, all of which have been carefully referred to by Mr.Wickersham in his recent book "Stock without Par Value," pp.136-138. The author takes the position that arbitrary value of the stock of a foreign corporation is improper and unconstitutional. Among the cases cited are:

Air-way Electric Corpn. v. Day
266 U.S.71; 45 Sup. Ct. Rep. 12;

St.Louis R.R. v. Middlekamp.
256 U.S.226;

Roberts & Schaefer v. Emerson.
271 U.S.50.

From these decisions, Mr.Wickersham urges that the true rule is that while the State may tax a domestic corporation on arbitrary lines, it cannot do so with a foreign corporation, especially one engaged in interstate commerce.

On the assumption then, that the license fee now imposed is illegal and excessive, the question arises as to the proper procedure to obtain an adjudication of its invalidity and excessiveness. The Tax Law (Sections 199 and 200) provides for an order of certiorari for court review by the Supreme Court of this determination of the State Tax Commission. This review must be sought within thirty days from the determination, so that the proceeding should be started probably on or about February 15, 1928, and the order is required to be applied for in Albany County. These sections require the State Tax Commission to state fully the reasons for their action, so that the Court may determine whether these reasons are correct, and have full power to review the merits of the petition. It is provided, however, that before the order of certiorari can be granted, the full amount of the taxes, percentage, interest, or other charges that have been audited "must be deposited with the State Treasurer" and an undertaking given to cover all further costs and charges, including the cost of any appeal.

To apply, therefore, for the order, would require the deposit of say $30,000 in addition to the giving of the undertaking for possibly $500 or $1,000 additional. It would seem advisable that every effort be made to make this deposit even if it is necessary to obtain a loan from a bank with

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Albert H.T.Hanshaf, Esq.....7

the corporation's property as collateral. If we should not obtain a certiorari order and attempt to raise our legal question in other ways, there is the danger of the court refusing to hear the merits on the ground that we had not sought the proper remedy.

It is provided in Section 216 of the Tax Law, as amended in 1922, that if the corporation wins on the certiorari, it should be allowed a credit on future taxes

> "or the amount of such credit without interest may be refunded to such corporation out of any revenues received under this Article to the credit of the State Comptroller, at the direction of the State Tax Commission".

While this provision applies more particularly to the annual fee, we believe that it would be applied to the first license fee, and that the State Tax Commission would direct the State Comptroller to return to the corporation the money which the Court might hold was not properly payable by it. We might add that in a fairly recent case, (Hedges v. Craig, 194 App. Div. 786, affd. 231 N.Y.513) which involved the slightly different New York City taxes, it was held that where the taxpayer had won in certiorari proceedings, that a mandamus would lie against the City Comptroller to compel him to pay back the excess tax deposited.

Should it be impossible to deposit the money and apply for certiorari, there are two other possible remedies:

(1) Mandamus to the Tax Commission to fix the tax under the law as it existed in 1920.

Mandamus however is an extraordinary remedy, and the courts may hold that we had a remedy by certiorari and should have pursued that.

(2) Another possible procedure would be to apply to the United States Court for injunction against the collection by the State Tax Commission and the New York Attorney General of the license fee as now fixed. Support for this procedure is seen in the decision of Judge Learned

February 5, 1926.

Albert H.T.Manshal, Esq.....5

Hand, in the United States District Court, Southern District of New York, in the case of Proctor & Gamble Distributing Co. v. Sherman, 2 Fed (2d) 165. In that case, there was a demurrer by the Attorney General to the complaint, but the complaint was sustained on the ground that there being no absolute right to refund and no interest on the refund in the statute then under consideration (a corporation income tax under Article 9-A of the New York Tax Law), that remedy by the Tax Law was not adequate. We might add that Judge Hand's opinion seems to have been relied upon in the later case of Southern California Telephone Co. v. Hopkins, 13 Fed (2d) 614, C.C.A. 9th (1926). Judge Hand decided this case in October 1924, but some doubt has been cast upon its authority by the slightly later decision of the Supreme Court of the United States, Gorham Mfg. Co. v. State Tax Commission, 266 U.S. 265, where it was held that the United States Court would not act where the taxpayer had not applied to the State taxing authorities for relief. See also Providence Engineering Co. v. Downey Shipbuilding Co., 8 Fed. (2d) 304. See also the case of Harway v. Partridge, 220 App. Div. 595.

In conclusion, therefore, we are of the opinion that if remedy by certiorari is promptly sought, then in our judgment the Court should decide that the license fee now sought to be collected was not legally imposed, and that the company should thereby save approximately $25,000 less the expenses of the litigation. We are also of the opinion that if it is impossible to make the deposit required to get a certiorari, that we should attempt to obtain relief either by mandamus in the State courts or by injunction in the Federal Courts, and that there is some chance of success should either of these methods of relief be sought.

Yours very truly,

Townsend & Kindleberger

ECK:P

I recommend certiorari, that the papers be prepared without delay, that the deposit be made and proceeding initiated without waiting until the last moment. M. E. Harby

February 5, 1929.

Mrs. M. M. Sherwill,
20 Church Street,
Lincolnton, N.C.

Dear Madam,

With reference to your recent letter, I wish to advise that Mr. Griffith has decided on the story for his next picture, which is to be a modernized version of a picture he made many years ago, entitled "The Battle of the Sexes".

Mr. Griffith is returning to California within the next day or two and in view of this fact I am afraid we could not promise you a reading of your story before he leaves.

Very truly yours,

D. W. Griffith, Inc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AGREEMENT made this third day of February, 1928, between UNITED ARTISTS CORPORATION, hereinafter called "Distributor", and PUBLIX THEATRES CORPORATION, hereinafter called "Exhibitor."

WITNESSETH:

1. This agreement is part of and is executed and delivered simultaneously with a certain printed contract between the parties hereto, bearing the same date for the exhibition in Publix theatres of certain United Artists pictures during a ten-year term, ending July 31, 1937, unless sooner terminated as in that contract provided.

2. The following corrections, amendments and additions are made in and to the said printed contract with the same effect as if set forth therein:

(a) No costs, expenses, losses or charges whatsoever in respect to any roadshowing of any photoplay hereunder shall be included as negative cost or cost of distribution as defined in Clause D of Article V.

(b) Subdivision 10 of sub-paragraph (g) of Clause D of Article IV, is amended by adding thereto the following: "The Exhibitor shall have the right and be afforded the opportunity at all reasonable times to audit and examine the accounts, records, contracts and other documents of the producer, relative to the negative cost and shall have the right to audit at all reasonable times of the accounts, records and documents of the producers and/or the Distributor, relative to distribution charge and cost of postive prints. This right of audit and inspection may be enforced by appropriate equitable relief and shall not be the subject of arbitration, but any dispute or controversy as to the correctness of any item in said negative cost, cost of distribution or cost of prints shall be first submitted to the committee and then to arbitration before any action or proceedings thereon."

(c) Wherever in said contract the expression "gross receipts" is used in connection with the distribution charge to be included in cost of the photoplays, particularly at page 17 and page 18 and in Schedule "B" of the contract, the said expression means and shall be construed to mean the gross film rentals received by the Distributor and not the gross theatre receipts as defined in subdivision (a) of Article 1.

(d) Subdivision (c) of paragraph 1 of Clause D of Article V, relating to the payment of the guarantee and of the additional film rental, is hereby changed and amended to provide that the Exhibitor is to pay to the Distributor the guaranteed amounts not later than seven (7) days after the close of the exhibition of each picture in the particular theatre and will pay the additional compensation provided in the contract not later than thirty (30) days following the close of the month in which the particular photoplay was exhibited at the particular theatre, for which settlement is to be made.

(e) Certain theatres named in Schedule "A" are owned and/or controlled by corporations in which Paramount Famous Lasky Corporation owns less than substantially all of the stock. As to the theatres of such corporations, respectively, this agreement shall be binding unless on or before March 1, 1928 (or on or before such later date as Distributor and Exhibitor may agree upon and specify in writing) the Exhibitor obtains and receives the approval and assumption by said corporations of this contract insofar as it affects the theatres of the respective corporations. As to any such corporation which does not so approve and assume this contract prior to such date, this contract shall not apply.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(f) Subdivision 5 of Clause D of Article V means and shall be construed to mean that the investment of Paramount Famous Lasky Corporation in any subsidiary corporation, whether the investment be by way of ownership of stock or by way of loans to such corporation, shall be used as a basis for measuring the value of the net assets of the subsidiary corporation as of the date of Paramount Famous Lasky Corporation making the investment, regardless of the then book value of the assets of such corporation, for example if Paramount Famous Lasky Corporation acquired Fifty percent (50%) of the stock of a corporation on June 1, 1926, for Two hundred thousand dollars ($200,000.00) then at that date the net tangible assets of the corporation would be assumed, for the purpose of this contract, as being valued at Four hundred thousand dollars ($400,000.00) even though the book value thereof should be more or less and as of the date of such acquisition by Paramount Famous Lasky Corporation the excess portion of the $400,000. over the book value or the difference between the book value and $400,000. if the latter be less than the book value would be added to or subtracted from the book value of the tangible assets of the corporation as of that date and would be equitably apportioned among such tangible assets, and such assets as so valued would be depreciated and/or amortized on the basis of such valuations at the usual rates of amortization and/or depreciation applicable thereto. Any addition to such value as so determined and as depreciated or amortized from time to time, whether such addition be by way of reinvestment of profits of the subsidiary corporation in tangible assets or whether by way of investment through stock ownership or loans by Paramount or otherwise so far as the same is invested in tangible assets would be added to the valuation fixed as above provided and would be depreciated accordingly. However, only such part of said investment and/or additions thereto as apply to the particular theatres covered by this contract shall be used for the purpose of computing profits of such theatres to measure additional film rental.

For the purpose of further simplification and economy in accounting, a representative of the distributor and a representative of the exhibitor shall agree on an average weekly amount to be charged as expense for each respective theatre for items of expense which are not directly and solely chargeable to the particular run of any photoplay to be exhibited hereunder at such theatre. These average sums shall be based on the experience of the exhibitor with respect to the particular theatres and the expenses involved, during the preceding twelve (12) months or such portion thereof as exhibitor shall have operated the theatre, but in amount the averages shall be estimated expenses for the current year as the current year is defined in the contract. If such representatives fail to agree in any one or more particulars the differences between them shall be settled by the committee or by arbitration, and the decision settling the same shall be binding upon the parties hereto. This amendment shall not affect the use of quarterly periods as provided in subdivision 3 of clause (D) of Article V for the determination of the expense items therein provided to be figured on the basis of a quarterly period unless the said representatives of the parties shall otherwise agree in writing.

IN WITNESS WHEREOF the parties have executed this agreement contemporaneously with the aforesaid printed agreement and as a part thereof as of the day and year first above written.

UNITED ARTISTS CORPORATION

By_____
President

PUBLIX THEATRES CORPORATION

By Sam Dembow, Jr.
Vice-President

City, County and State of New York, SS.:

On this 4th day of February, 1928, before me personally came JOSEPH M. SCHENCK to me known, who, being by me duly sworn, did depose and say, that he resides in the Borough of Manhattan, City and County of New York; that he is the President of UNITED ARTISTS CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Irving H. Greenfield

NOTARY PUBLIC, Kings County
Kings Co. Clerk's No.61, Register's No.8059
Cert. Filed N.Y. Co.Clk's No.94, Reg.No.8101
Queens Co. Clerk's No. 58
Commission Expires March 30, 1928

City, County and State of New York, SS:

On this 4th day of February, 1928, before me personally came Sam Dembow, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in the Borough of Manhattan, City and County of New York; that he is the Vice-President of PUBLIX THEATRES CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Irving H. Greenfield

NOTARY PUBLIC, Kings County.

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WITNESSETH:

1. This agreement is part of and made at the same time as a printed contract between the parties hereto, for the exhibition in Publix theatres of certain United Artists pictures during a ten year term, ending July 31, 1937, unless sooner terminated as in that contract provided.

2. In addition to the Provisions of the said printed contract, it is agreed that if, during the term of the contract, United Artists Corporation or its assignee or successor shall distribute or undertake to distribute any photoplays commonly known as "ordinary Westerns" the negative cost of which shall not exceed One hundred twenty-five thousand($125,000) dollars per photoplay, and/or any motion picture in which appears any star, featured player or other artist who is now or who hereafter during the term of this contract may be under contract with Paramount Famous Lasky Corporation to appear in motion pictures produced and/or distributed by Paramount Famous Lasky Corporation, or any motion picture which is produced, supervised or directed by any director who is now or may hereafter during the term of this contract be under contract with Paramount Famous Lasky Corporation, to produce, supervise or direct any motion picture produced and/or distributed by Paramount Famous Lasky Corporation, then and in each and every instance, the Distributor agrees to notify The Exhibitor of its intention so to distribute such motion picture and in each and every instance the Exhibitor shall have the right and option upon written notice of its decision so to do, to exclude obligation to accept such photoplay or photoplays for exhibition under said contract.

3. Acceptance by the Exhibitor for exhibition under said contract of any one or more of such photoplays shall not be a waiver or release of its right to reject other of such photoplays. If the Exhibitor shall have elected not to accept any one or more of such photoplays it may, nevertheless, agree with the Distributor, in writing, to exhibit in any one or more of the theatres of its circuit, such photoplay or photoplays rejected either on the same terms and conditions as are set forth in the contract or on other terms and conditions, but in each such instance such contracts shall be in addition to and apart from this contract and shall not constitute a waiver or release of Exhibitor's rights under this supplemental agreement.

IN WITNESS WHEREOF the parties have executed this agreement contemporaneously with the aforesaid printed agreement and as a part thereof as of the day and year first above written.

UNITED ARTISTS CORPORATION

By_____

PUBLIX THEATRES CORPORATION

By Sam Dembow, Jr.
V.P.

Edgewater Point

"One mile of shore front on Long Island Sound"

EXCLUSIVE HIGHLY RESTRICTED WATERFRONT DEVELOPMENT

PHONE
MAMARONECK 1188

1501 Broadway,
N.Y.C.

DEVELOPMENT OF
EDGEWATER POINT, INC
MAMARONECK, N.Y.

February 3rd,1928.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I am enclosing herewith Check of Edgewater Point, Inc. for $8,244.23 to the order of D.W. Griffith, Inc. to cover interest on the mortgage from Edgewater Point, Inc. to D.W. Griffith, Inc. for the period from August 4th,1927 to February 4th,1928 which interest is figured as follows:-

5% on $334,700. from 8/4/27 to 11/23/27 ..... (on which date a payment of $12,500. was made on account.)	$5,066.98
5% on $322,200. from 11/23/27 to 2/4/28	3,177.25
Total	$8,244.23

Will you kindly acknowledge receipt by return mail and oblige,

Yours very truly,

Chas. F. Cahlin

Vice-President..

CFC:MML

February 5, 1926.

Miss Ne Gulisano,
76 Seventh Avenue,
Astoria, L. I.

Dear Miss Gulisano

Enclosed you will find our check in the amount of $10.00 for your recent services cutting Mr. Griffith's picture "Drums of Love". Will you kindly sign both of the enclosed bills and return both to us in the attached envelope.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

February 6, 1940.

Mrs. Florence Young,
67 East 58th Street,
New York, N. Y.

Dear Mrs. Young,

Enclosed you will find our check in the amount of $300, which is for Mr. Griffith's account and in full settlement of all claims to date.

It is understood, of course, that in the event you resume this work for Mr. Griffith you will apply this $300 payment against your bill for such work.

Very truly yours,

Secretary to Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

At a Special Meeting of the Executive Committee of D.W.GRIFFITH INCORPORATED held on the 4th day of February 1928 at the office of Albert H.T.Banzhaf, 130 West 42nd Street, New York City at 10:30 o'clock in the forenoon.

PRESENT: D.W.GRIFFITH
and
ALBERT H.T.BANZHAF,

constituting a majority of the Executive Committee.

Mr. Banzhaf stated that on or about August 19th 1927 he had deposited in the name of the Griffith Corporation the sum of $10,083.39 in the Larchmont National Bank & Trust Company, at Larchmont, N.Y. and that it was necessary to use this sum to help make up the required amount to pay the State of New York the License Tax of the Griffith Corporation, amounting to the sum of approximately $30,000. which sum would be paid under protest and certiorari proceedings immediately taken to review the action of the Corporation Tax Commissioners in making said estimation.

He further stated that he was advised by expert counsel that said tax would be substantially nullified and that the greater portion of the money so paid under protest would be recovered by the Griffith Corporation and it was therefore necessary to pass a resolution for the Bank of Larchmont, authorizing Mr. Griffith and Mr. Banzhaf to sign checks for the purpose of withdrawing such fund.

Whereupon, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted:

RESOLVED, that the action of the officers of this Corporation in opening an account in the name of this Corporation with the Larchmont National Bank and Trust Company, Larchmont, New York, be and the same is hereby ratified, confirmed and approved.

BE IT FURTHER RESOLVED, that the President and Secretary be and they hereby are authorized and empowered to sign any and all checks, drafts or other orders for the payment of moneys, notes or other evidences of indebtedness issued in the name of the Corporation.

FURTHER RESOLVED, that the Secretary of the Corporation be and he hereby is authorized and directed to deliver to the said Larchmont National Bank and Trust Company a certified copy of the foregoing resolution, certified over his hand and affix the corporate seal thereto and transmit the same to said bank.

There being no further business to come before the meeting the same was adjourned.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"SADIE THOMPSON" ARRIVES

By IRENE THIRER

Colleen Moore and Larry Kent (left) in "Her Wild Oat," at the Paramount; Gloria Swanson (above) in "Sadie Thompson," at the Rivoli; Mary Philbin and George Siegmann (right) in "Love Me and the World Is Mine," at the Roxy. Miss Philbin's h "Drums of Love" too, at the Liberty.

Prize Film Plums in First Month of New Year

A month of the new film year has gone its way. This reviewer has already witnessed twenty-six motion picture productions which served to introduce January of 1928 at Broadway cinema houses.

There have been some prize plums. Jannings, Garbo, Chaplin and Griffith started the movie year right for us. Now, then, could January possibly go wrong?

Let us, then, select as the best six films of the first month of 1928 the following pictures:

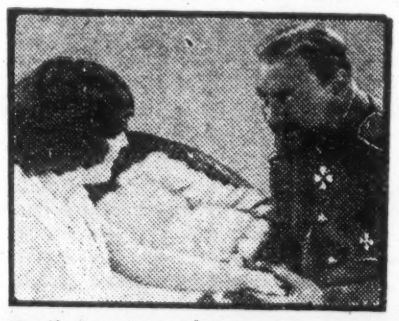
"The Circus"	"Gentlemen Prefer Blondes"
"The Divine Woman"	"Drums of Love"
"The Last Command"	"Simba"

"The Circus" is Chaplin. Which ought to O. K. its entertainment values without saying anything further. However, a few words on the film, still at the Mark Strand, won't be amiss. "The Circus" runs swiftly and spontaneously. It is Charlie's tale of the tramp who attains tentshow fame, but is unsuccessful in love. There is little pathos and much laughter. Gags are excruciatingly funny and Charlie has but to frown or to smile and you roll off your chair in hilarity. The little genius looks older and a bit worried. But what matters this, with grease paint and wigs to hand. If there's anybody in town who thinks Charles Spencer has fallen off in his tricks, here's one who disagrees.

Charlie Chaplin and Merna Kennedy in "The Circus"

"The Divine Woman" is flaming, vibrant cinema, proving without a doubt that Greta Garbo, the Swedish siren, is a thing of beauty and enchantment. Victor Seastrom, from Greta's homeland, directs well, and Lars Hanson is a pleasing leading man. Which makes this, in all, what with a fairly good story, more than average fare. However, there's something missing. It might be John Gilbert. We're used to our Jack and our Greta. The actress portrays Marianne, a little laundress who becomes a great actress, but is unhappy in love. There are those who say the scenario was built partly around the life of Sarah Bernhardt, but it isn't very different from lots of other screen scripts. Greta is lovely, though, and it's worth while seeing the movie at your neighborhood theatre.

"The Last Command" brings Emil Jannings back to us as an aristocratic, magnificent, immaculate figure rather than the jovial, sensuous, sloppy one he usually cuts. Combined with his splendid efforts are those of young Josef von Sternberg, who directed the film with ease and precision. It is deep thinking, swift, powerful. Jannings portrays the ex-general of the czar's army who escapes the revolutionists and arrives in Hollywood, Cal., to become a movie extra. The prologue and epilogue, depicting Hollywood scenes, were more appealing to us than the Russian sequences. Jannings is superb. William Powell, Evelyn Brent, Nicholas Soussanin and Michael Visaroff are splendid in the supporting cast. And we take off our hat to young Mr. von Sternberg.



Emil Jannings and Evelyn Brent in "The Last Command"

"Drums of Love" is the D. W. Griffith touch again. And a wondrously beautiful touch it is. D. W. has completely transformed Mary Philbin's personality and made her an entrancing blonde beauty. He has given us marvelous camera work and startling closeups, which, alas, are prolonged and come too often. Lionel Barrymore, featured in the cast, gives his usual noteworthy performance, stealing the show from the rest of the players, and Don Alvarado deserves praise for his interpretation of the juvenile lead.

The story's locale is South America, middle nineteenth century. Feuds exist between two castles and only a marriage uniting the occupants will end the quarrels. Beautiful Mary is the bride and Lionel Barrymore, as a lame hunchback, the bridegroom. His handsome young brother, portrayed by Don Alvarado, falls in love with Mary and is loved in return. Griffith has terminated the film by having the lovers die at dagger points rather than stain their honor. It is very beautifully done, very sad, and ought to pull them into the Liberty theatre for some months.

"Gentlemen Prefer Blondes" has reached the cinema state, and the escapades of the coy, cute, sugary, gold-digging Lorelei Lee are set down again. If you too, maybe you won the picture without have lots of good lau costumes in which li pleasure to watch her a a grand Gus Eisman, a donor of the diamond

"Simba," Mr. and four years to make, is history film rather tha

Broadway Movies

NEW FILMS.

COLONY—"Cohens and Kellys in Paris," with all star cast.

ROXY—"Love Me and the World Is Mine," with Mary Philbin.

PARAMOUNT—"Love and Learn" with Esther Ralston.

HIPPODROME—"South Sea Love" with Patsy Ruth Miller.

RIVOLI—"Sadie Thompson" with Gloria Swanson.

FILMS THAT CONTINUE.

ASTOR—"The Enem" with Lillian Gish.

BROADWAY — "Shar shooters," with George O'Brien, Lois Moran.

CAMEO—"Private Life of Helen of Troy," with Maria orda.

CAPITOL—"Student Prince," with Ramon Novarro, popular prices.

CENTRAL—"Uncle Tom's Cabin" with all-star cast.

CRITERION—"Wings" with all-star cast.

EARL CARROLL—"Simba," Mr. and Mrs. Martin John on jungle film.

EMBASSY—"Love" with John Gilbert, Greta Garbo.

FIFTH AVENUE—"M ana" and "Grass," revivals.

GAIETY—"Chicago" with Phyllis Haver.

LIBERTY—"Drums of Love" with Mary Philbin.

MARK STRAND—"Pat nt Leather Kid," with Richard B rthelmess, popular prices.

RIALTO—"The Last Command" with Emil Jannings.

TIMES SQUARE—"Sunrise" with Janet Gayn , George O'Brien.

WARNER—"The z Singer" with Al Jolson.

GOTHAM GLIMMERINGS

Sally Phipps, cute little flapper of the films, listed last year among the Wampas beauty bevy, is in town on an important film assignment—one of the most important granted her thus far in her screen career.

She will have the leading feminine role in "The News Parade," which will be based on the experiences of a newsreel cameraman. The idea to film such a picture emanated from the brain of David Butler, who used to act in flickers but now directs them. David chose Sally for the feminine lead and Nick Stuart, another newcomer, for the leading male role because they had co-operated with him so well in his first directorial effort, "The High School Hero."

This movie, costing but little to make, was a boxoffice success all over the country some months ago. Sally and Nick registered with film fans immediately and their mail has been mounting ever since.

The youngsters are extremely fond of each other and Sally wears a diamond on her engagement finger, although she denies she and Nick have any matrimonial intentions right now.

Sally Phipps

* * *

Percy Marmont sailed for England the other day, to spend a couple of months in his palatial home just outside of London. The actor intends to live in England at least three months a year. It's his native country and he isn't quite satisfied—as are so many others—with Hollywood as a substitute. Since Marmont's contract with Paramount expired and was not renewed last year, he has been starred in Gotham independent productions.

* * *

Vilma Banky has sailed for Europe without her hubby, Rod La Rocque. The beautiful Hungarian rhapsody spent a couple of days in New York before she sailed. Previous contractual agreements call for La Rocque's filming of two more pictures immediately. Thus, while he would have liked to go to Hungary with his wife to meet her family, he finds it impossible. Vilma is almost heartbroken because of this turn of affairs. Up to the last moment the couple believed Rod could get away.

Percy Marmont Vilma Banky
Each has gone abroad.

* * *

Martha Sleeper, a brown-eyed, statuesque young woman, just turned 17, who has been playing grownup roles in pictures since she was 13, left for the coast the other day after six glorious weeks' vacation here.

Martha was signed to a three-year contract with Hal Roach some four years ago. Roach signed the little girl to be featured, along with the rest of the youngsters, in "Our Gang" comedies. She played one or two of them and did her lessons in the studio school room together with Farina, Joe Cobb, Mickey and the rest. Then one day she put on a grownup makeup and strolled across the set. Hal Roach saw her and realized that she didn't look like a child, but a really grown up person.

Immediately he took her out of the "Our Gang" comedies and made her leading lady to Charley Chase, two-reel comedy star. She played grownup leads with Chase and other Roach actors for the three years that followed. When her contract terminated, she did various roles for other companies—all grown up. And just last week, the very much wide awake Miss Sleeper signed an FBO contract, to be featured in four pictures for the coming year.

* * *

For his new part as an Austrian soldier with Norma Talmadge in "The Woman Disputed," Gilbert Roland has had his nice long wavy hair cut. A couple years ago Roland, then under the name of Luis Alonzo, was down on his luck, ill and never heard of a movie job and was a patient in the part-charity sanitarium here known as "Barlow's."

oyed Anita Loos' best seller and saw the play, nd the film so entertaining. But those seeing former knowledge of Lorelei's activities will s. It's a delight, too, to gaze upon the lovely e Miss Ruth Taylor is arrayed. And it's a t. She's Lorelei to perfection. Ford Sterling's d Mack Swain is a scream as Francis Beekman, ara.

irs. Johnson's jungle film of Africa, which took ereby set down because of its value as a natural its excellence as thrill matter.

Charge to the account of D.W.GRIFFITH, INC. 1475 BROADWAY N.Y

Form 1028A

$

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 6 1936

MRS DAVID W GRIFFITH
1060 PARK AVENUE
NEW YORK CITY

DEAR LINDA

SENDING YOU COPY OF THE ARTS FOR JANUARY PAGE FIFTYFOUR MAY INTEREST YOU IF YOU HAVE NOT AS YET SEEN IT STOP LEAVING FOR COAST TONIGHT AND HOPE TO MAKE A REAL BOXOFFICE VERY BEST OF BEST WISHES

DAVID

M. E. HARBY
21 NASSAU STREET
NEW YORK

February 6, 1928.

Albert H.T.Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

Re: License Tax of D.W.GRIFFITH INC.

I had a conference with Mr.Kindberger concerning the proposed writ of certiorari. We have come to the conclusion that the following would be fair. Send us a check for $1,000; $500, payment in full for opinion dated February 2nd, 1928, which has been delivered to you, and $500 on account of services to be rendered and disbursements to be incurred in the certiorari proceeding. No further charge is to be made, unless the certiorari shall result in favor of the Griffith Company. If the certiorari result in favor of the Griffith Company, then a fair charge will be made for the services.

What will be a fair charge cannot now be stated. Of course, no charge would be made until after consultation with you. I feel that we could come to an agreement with you without very much trouble. Of course, you must take into consideration that there might be an appeal to the Court of Appeals and also there might be voluminous record. If there should be an appeal, and a heavy record, the disbursements would be unusual and we would expect you to take care of that.

If you prefer a more definite arrangement than this be made, please let me know. My desire is to be of use to you in the most reasonable way possible, having in mind the circumstances of the company you are interested in.

Yours very truly,

M. E. Harby

MEH:P

MCPIKE AND ZIMMER
COUNSELLORS AT LAW
17 JOHN STREET, NEW YORK
CORTLANDT 1884

February 6, 1928

A. H. T. Banshaf, Esq.,
130 W. 42nd Street,
New York City.

Dear Mr. Banshaf:

Following our conference at your office with Mr. Harby in connection with the license tax assessed against D. W. Griffith, Inc., another conference was held the following day with Mr. Harby and Mr. Kindleberger.

At this conference various methods of procedure were discussed, and mandamus was favored by both Mr. Harby and Mr. Kindleberger. I am opposed to resorting to mandamus in view of the specific remedy provided for by Section 199 of the Tax Law.

On certiorari both jurisdictional and constitutional objections may be raised, and can be brought squarely before the court, whereas in mandamus the jurisdiction of the court in the first instance will be seriously questioned.

As the matter was not definitely settled I am awaiting advice as to the next step, as the time within which to commence certiorari proceedings will expire February 17, 1928.

Yours very truly,

E. G. Zimmer

EGZ:HD

February 6, 1928.

James A. Neuburger,
111 Broadway,
New York, N. Y.

Attention of Mr. Jacobs.

Gentlemen:

On behalf of the G. & H. Pictures Corporation, Mr. A. L. Grey and Mr. D. W. Griffith, I am submitting the following proposition in regard to the G. & H. Pictures Corporation note now in your possession.

Mr. Griffith will pay immediately $3,000 in cash, two checks, one for $2500 and the other for $500, being herewith enclosed, and he agrees to pay further commencing Feb. 11, 1928 $250 per week, check to be received by you, or whomsoever you may designate, not later than Monday following the Saturday of each week for a period of four months. Commencing with the ~~expiration~~ of such period of four months the weekly check will be in the amount of $500, mailed in the manner stated heretofore, until the completion of full payment of the amount due on the note.

expiration

I sincerely trust that this offer will be acceptable to you.

Very truly yours,

For Mr. D. W. Griffith.

RAK/CC

P. S. It is understood that should there be a default in any one of the payments referred to herein the total amount unpaid at the time of such default will become immediately due and payable.

February 7, 1922.

M. M. M. Studios.

Will you kindly make up one negative and three positive copies of the following title in black and white, matching as near as possible the border and type on the attached piece of film.

Would appreciate it if you will kindly rush this through, advising our boy when he can call for same. Please send bill, in duplicate, to this office.

Thanking you,

Very truly yours,

D. W. Griffith, Inc.

Title:

"Not easily have we three come to this -- both of you I loved -- and may this wedding ring unite you through eternity."

February 7th 1920.

The Harriman National Bank,
687 Fifth Ave.,
New York City.

Gentlemen:

I am enclosing herewith my check for $30. $20. in payment of bill #1489 for safe deposit vault in the name of D.W. Perkins and $10. being for bill #864 in the name of H.C.Dunn. Will you kindly return these bills receipted in due course.

As Messrs. Perkins and Dunn are out of town I wish you would forward to me your form of powers of attorney authorising me on their behalf to open these deposit boxes.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHT:GDM
Encs.

BANSHAF & PEMBLETON
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 WEST 42d STREET
NEW YORK

ALBERT H. T. BANSHAF
JOHN H. PEMBLETON

TELEPHONE
WIDGERY 1866
CABLE ADDRESS
"BEMBAN"

February 7th 1928.

D.W.GRIFFITH, Esq.

to

ALBERT H.T.BANSHAF, Dr.

- -

To Disbursements

as per statements held by

Mr. Banshaf :

Perfin	To January 4 1925 - - - - - - - - - -	$20. } Harmonic Book
Safe Dep. Bkt	To January 10 1925 - - - - - - - - -	10. }
" " Room	To Sept. 1926 - - - - - - - - - - -	40. — Commercial Dept
Jenkins,		$ 70.00

Jan 4/25
" " 9
Sept 1926 Jenkins
" 1928

February 7th 1920.

Commercial Trust Company of New Jersey,
15 Exchange Place,
Jersey City, N.J.

Gentlemen:

I am enclosing herewith check for $40. on account of M.J. Jenkins safe deposit vault as per enclosed bill.

Please receipt the same and return at your earliest convenience, and oblige

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 6, 1926.

Miss Ruth Griffith,
625 West Sixth Street,
Santa Ana, Calif.

Dear Miss Griffith,

At Mr. Grey's suggestion I am sending you, under separate cover a copy of "The Arts" magazine. On page 54 you will find a very fine appreciation of Mr. Griffith and Mr. Grey is sure you will enjoy reading same and keeping the magazine permanently.

Very truly yours,

D. W. Griffith, Inc.

179

SUPREME COURT, NEW YORK STATE
NEW YORK COUNTY.

- -X

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G & H PICTURES CORPORATION, DAVID W. GRIFFITH, et al.,

Defendants.

- -X

IT IS HEREBY STIPULATED AND AGREED by and between the attorney for the plaintiff and the attorney for David W. Griffith, one of the defendants herein, that the said defendant's time to answer or otherwise move in relation to the Complaint herein be and the same is hereby adjourned to the 24th day of March, 1928.

4th

Dated: New York, N.Y. February 8th 1928.

Jonas and Neubrger
Attorney for Plaintiff.

Attorney for Defendant
David W. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 6, 1930.

United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Attention: Mr. Mulrooney.

Gentlemen:

Replying to your letter of January 30th, Mr. Grey advises that it will be all right for you to resume taking contracts for "His Darker Self" in the Far East and Australia.

Very truly yours,

G. & H. Pictures Corporation.

For Mr. Grey.

February 9, 1928.

First National Bank,
Mamaroneck, N. Y.

Attention of Mr. Brewer.

Gentlemen:

Enclosed you will find properly executed withdrawal slip on our interest account, in the amount of $4838.94. Will you please be good enough to draw check for this amount to the order of D. W. Griffith, Inc. and send same, together with our bank book which is now in your possession, to us by return special delivery mail, for which stamped envelope is herewith enclosed.

Thanking you for your courtesy in this matter, we remain

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

February 9th 1928.

The Larchmont National Bank & Trust Co.,

Larchmont, New York. Attention Mr. Robinson.

Dear Mr. Robinson:

I enclose herewith certification of resolution authorising withdrawal of funds of D.W.Griffith Incorporated on deposit at your bank by Mr. Griffith and myself. Our respective signatures are subscribed in the aforesaid certification.

Very truly yours,

P.S. As stated to you over the phone I am practically withdrawing the entire funds for business purposes, but will redeposit just as soon as possible.

GDM:MS

Enc.

A.H.T.B.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JONAS & NEUBURGER

WALTER JONAS
PHILIP LEVITAN
LOUIS D. NEUBURGER
MURRAY L. JACOBS
SIDNEY H. NEWMAN

RAYMOND ROGERS
LYLE EVANS MORGAN
BENJAMIN FINLAYE
LEONARD W. BIRCH
RUSSELL W. MOYE
HERMAN A. BENJAMIN

TELEPHONE BEEKMAN 1940

115 BROADWAY
NEW YORK

February 9, 1938

Re: Manufacturers Trust Company v.
G & H Pictures Corp., et al

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

I have for acknowledgment your letter of the 8th inst. enclosing stipulation extending Mr. Griffith's time to answer in the above entitled action. I have corrected said stipulation so that the extension will apply for twenty days rather than thirty days, to March 4th instead of March 14th, and am returning herewith all copies of said stipulation. Will you kindly sign one of the copies as attorney for Griffith and return it promptly to us.

So far, the negotiations with Mr. Klun have not reached any point beyond an agreement to apply two checks aggregating $3,000 on account of the above entitled action, without prejudice, pending word from him and Mr. Griffith, who, I understand, left for the coast the day before yesterday. We should hear from them within a few days now. The proposition now under consideration calls for a payment of at least $5,000 cash (rather than $3,000 as offered), and a weekly payment of $500. The proposition is of course made without prejudice, and we shall be glad to discuss it further with you when we hear from Mr. Klun.

I might also mention that the check for $2500 which Mr. Klun tendered on account of the $3,000 mentioned, is the Griffith Corporation check to the order of Mr. Griffith. The date was changed, it bears on its face the legend that it is on account of the G & H Pictures Corporation note, and is endorsed by Mr. Klun for Mr. Griffith to the order of "The Manufacturers". For these many reasons, we have this day been obliged to return the check to Mr. Griffith for the attention of Mr. Klun at the New York office, and have suggested that in place thereof, Mr. Griffith's or some other individual's check to the order of the Trust Company in the sum of $2500 be promptly delivered, or, in the alternative, a new check be drawn by the corporation to Mr. Griffith and properly endorsed by him personally, without any legend on the face of the check which might indicate the payment by one corporation of another corporation's indebtedness. We understand this is simply a with-

JONAS A NEUBURGER

Albert H. T. Hanshaf, Esq., #5 February 9, 1958

drawal on account made by the Griffith Corporation to Griffith, and there seems to be no reason why any other issue should be involved in this payment. If you can facilitate this phase of the matter, please do so, by getting in touch with the Griffith office.

Very truly yours,

For JONAS A NEUBURGER

MLJ:B
Encl.

Louisville, Ky.
Feb. 28 -

Dear David,

Some time ago, a friend of yours called up me of my relatives, and said that you wanted my address & that you wanted some some information regarding our family tree.

As of course, I immediately became quite excited, and have been expecting a letter from

you ever once — So now I am tired of waiting and answering this so and excuse to write to you.

My aunt in Virginia sent me the Carter tree which dates back as far as 1625, when her ancestor Capt. Thos. Carter was born in England and married Catherine Dale.

In looking down the list I see that my great grandfather Joseph Carter married Martha Oglesby, who was born in 1798 in Va. and married in 1814.

I would like so much to know how she was related to you.

I have been trying to get into the D. A. R's. They say that Thos. Carter, (the father of Joseph Carter, who married Martha Oglesby

& after her death married her Cousin
Jeremiah Glisby) served in the
Rev. war, but I have had a
great deal of trouble, as the
War Dept. tells me that there
were a great many Thos. Carlin
in the War & it is hard to
prove just which one is my
ancestor.

So at the present time I
am working on my grandmother

line - Susan Maddox
who married Stephen
F Gleaby Carter.

If you have any infor-
mation regarding the
ancestors of Martha F Gleaby
I would like so much
to have it.

When I saw you here
in Louisville several years
ago you promised to
write to me & also to
send me your photograph.
Things like that mean
a great deal to you

old friends back here in the Ky. woods.

There is not much doing here in Louisville but I try to keep very busy, for I found out long ago that - that - was the only way to find any happiness.

With club work, church work & household duties has not very much time to spare.

I have a very pretty home several squares beyond where I used to live.

I have a very wonderful son, Carter. Like a great many mothers, I have tried to have him do all the things I wanted to do and missed. He has grown up just as I wanted him.

Devotes all of his time to art and music. He has a good position in the architectural department of the

Board of Education.
studies from hand drawing at the Conservatory at night. Has taken lessons on the violin since he was ten years old.

How I wish I had devoted more of my time to music! How always felt it was to a certain extent. Am taking lessons on the piano again. First had to, as he was getting so far beyond me. Can you realize that

(3)

I have a cousin 2 years old.
Some one has said
that we judge people's
ages by their minds and
not birthdays, so I am
still very young, don't
you? Carter took a trip to
California last summer.
Will be your student, but
you were out of town —

He is going to take
me to New York this
spring. Don't never been

there, and can you imagine what marvelous dreams I am weaving?

I have been wild to go for years and now my dream is coming true!! It is just too wonderful—

And I'll tell you what I am hoping. That you will be there at the same time!

Carles is going to visit a boy friend of his, who is an engineer in New York.

We will be there from the 15th to the 31st of May or about that time.

I will first imagine that you are going to be there, and if you are not, well it won't be the first disappointment I've had, and at least I'll have the pleasure of thinking

about it. Please write to me soon, and tell me some of the things you are doing, and if I can give you any information regarding your family tree, I'll be only too glad to look it up for you.

Sincerely yours
Iris Carter Schauer,
1046 Everett Ave.

(Mrs. A. E. Schauer)

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY
J. HOMER PLATTEN
TREASURER

OFFICE OF THE TREASURER

February 10, 1926.

Dear Mr. Lloyd,

Re: Motion Picture Theatre Managers
Institute,
155 West 44th Street, New York, N.Y.

It has come to our attention that this Institute has been calling upon certain of our members for cooperation in the matter of supplying a complete set of accessories and fifty press books on each picture, presumably for use in connection with the "course" in theatre managing which they are advertising.

Accordingly, we asked the Better Business Bureau of New York City to make an investigation of the concern and I am enclosing copy of such report for your guidance. It is understood, of course, that those interested in the Institute are probably motivated by a sincere desire to be of service. However, it should be understood that the difficulties involved are considerable.

I am,

Sincerely yours,

J. Homer Platten

G. J. Lloyd, Esq.,
D. W. Griffith, Inc.,
1107 Longacre Building,
New York, N.Y.

January 27, 1928.

MOTION PICTURE THEATRE MANAGERS INSTITUTE
135 West 44th Street, New York City

In company with Mr. Pritchett, I interviewed the subject and talked with Messrs. D. M. Baltimore and Mark Weisberg.

Mr. Baltimore informed us that the Motion Picture Theatre Managers Institute is a New York Corporation incorporated in March, 1927, and that he is the president and treasurer; The other officers are Mrs. A. Baltimore (his wife), vice-president; and Louis Scheuer, secretary. The capitalization of the corporation is $10,000, all common stock; closely held, and the controlling interest in the corporation is held by D. M. Baltimore. No stock of this corporation has been or is being offered for sale to the public.

Mr. Baltimore states that prior to his present address, he had an office at Broadway and 60th Street, where he conducted his advertising campaign. He said that the purpose of his organization is to train men in theatre managing, theatre advertising, and theatre technique. They have a night and day course, the price of the night course being $100. and the day course $200. He said they have not as yet functioned due to the fact that they require twenty night students and ten day students and so far they only have about 12 students registered. The day course will cover a period of twelve weeks and the night course sixteen weeks.

Although Baltimore's office space is adequate to conduct the business which he claims he will when he secures enough students, it is not at this time fitted with the proper equipment. This, in our opinion, involved considerable expense.

Baltimore states that he has been in the motion picture business since 1908. From 1908 to 1912 he was connected with the Lyric Theatre of Newcastle, Pa., which is now out of business. His employment there was in various capacities. From 1912 to 1913 he acted as a distributor of motion picture films. He said that he had acquired the State rights for the State of Pennsylvania of the picture titled "Zigomar", a three reel picture, and he said that Warner Bros. had acquired the New York State rights for this picture. From 1915 up to the time this country entered the World War he was manager of the Strand Theatre, Newcastle, Pa., During the war he was a radio instructor of the State College of Newark, Delaware. After the war he returned as manager to the Strand Theatre at Newcastle, Pa. From 1924 to 1925 he was manager of the State

Theatre at Newcastle, Pa. He said that he was selected by the Famous Players Lasky Corporation, 1520 Broadway, as a student of the Publix Theatre Managers Training School, Inc. a subsidiary of the Famous Players Lasky Corporation, and that he graduated from that school. In substantiation of this he exhibited to us copy of a letter fromthe Publix Theatre Managers Training School dated June 7, 1928, signed by John F. Barry, director, which stated that Mr. Baltimore was a graduate of their school. He said that he then worked for the Famous Players Lasky Corporation and was employed at their Olympia Theatre, New Haven, Conn. He said that he resigned from that theatre to develop his present school.

Mr. Baltimore said that he has been for the past two years gathering data from various sources, libraries, visit-manufacturers, etc. and believed that he possesses the best information which could be gathered by anyone in this field.

He claims that he has invested approximately $3500 in his school.

Concerning Mr. Mark Weisberg, he is employed by Baltimore as an instructor of theatre management. Weisberg claims that he was previously connected with the Black New England Theatres, Inc. and the Olympia Theatres, Inc., Boston, Mass. which have been absorbed by the Famous Players Lasky Corporation. He also states that he is a graduate of the Publix Theatre Managers Training School, Inc. and was manager of the Empire and Princess Theatres at San Antonio, Texas. He also claims to have been the manager of the Oxford Theatre, Bronx, N.Y. from which position he resigned to connect himself with Mr. Baltimore's school.

In checking up I find that both Baltimore and Weisberg were formerly students of the Publix Theatre Managers Training School and that Baltimore's employment at the Olympia Theatre, New Haven, Conn. was only for one and one-half months. Regarding Mark Weisberg, it is my information that the reason for his severance of connections with the Black New England Theatres, Inc. was due to the fact that he did not make good. The same thing is said of his connection with the Empire and Princess Theatres at San Antonio, Texas.

Baltimore stated that he had received from the persons registered with him a deposit of $12.50 each for his proposed course but that this money had been returned to all of the persons registered due to the fact that the school which was scheduled to start on January 16th was not ready at that time.

Baltimore issued the attached booklet titled "The Motion Picture Theatre Managers Institute, Inc., sessions of 1928." The following statements contained therein are subject to question:

On page 3 under the title FOREWORD

"The aim and purpose of ********** is to teach and train men in a residential school, in all phases of moving picture theatre management and operation."

"The latest reports show that there are over 16,000 theatres operated regularly in the United States. For 1927, it has been variously estimated that from$200,000,000 to $300,000,000, will be spent on new theatre construction, which means an addition of approximately 500 new theatres."

"Theatre management is a high-class profession *******. The possibilities are unlimited and world-wide in their scope."

On page 3 under the heading TRAINING THEATRE MANAGERS, part of the last paragraph reads:

"What was heretofore the inner working secrets of the theatre is now an open book for those who wish to step over the long hard period of learning to be a theatre manager as it was in the past."

On page 4 under the heading POSSIBILITIES FOR TRAINED THEATRE MEN, first paragraph, last sentence.

"Many have been induced to leave their parent organization for larger and better positions."

Third paragraph:

"In the administration of theatres, managing offers the best position. Managers in moderate sized theatres usually receive $75 a week and more. One of the largest circuits starts its assistant managers at $50. a week."

"Theatres can be leased or purchased; the field is wide and varied.

On page 6 under the title THE INSTITUTE

"It has a large classroom arranged and designed as a combination theatre and classroom. This is equipped with professional theatre apparatus and equipment available for the use of the students for study and practice."

On page 7 under the title COST OF LIVING IN NEW YORK

"Room rent may be figured at between $5. to $10. per week, the average charge being about $6. About $9 per week is a safe average to figure for food expenses."

On page 14 under the title ENTRANCE REQUIREMENTS

"Any person who has reached the age of understand and responsibility can make application to the Institute. No previous knowledge or theatre management is required and no entrance examinations are given. However, the student should be in good health and have free use of his limbs."

ARTHUR G. TOWNSEND
E. CROSBY KINDLEBERGER
[redacted]
HAMILTON BENSON

CHARLES G. WENDT

TOWNSEND & KINDLEBERGER
COUNSELLORS AT LAW
41 NASSAU STREET

TELEPHONE BEEKMAN 3000
CABLE: TOWNSETT

NEW YORK February 10, 1926.

21

Albert H.T.Hanshaf, Esq.,
130 West 42nd Street,
New York City, N.Y.

Re: D.W.Griffith Co.Inc.

Dear Mr.Hanshaf:

Confirming telephone conversation had between you and Mr.Harby, this morning, it is our understanding that we are to assist you as counsel in the certiorari proceedings about to be started, to recover what we claim to be an excessive license fee of the Griffith Co.

We understand that the Griffith Company is to pay all disbursements incurred in the proceeding which is to be brought in your name as attorney of record, and that you will pay us in the event of success in the litigation and the collection of excessive tax from the State out of the money deposited to obtain the writ of certiorari, fifteen (15) per cent. of the difference between the tax as now fixed by the State Tax Commission and any new tax that may be imposed as a result of the certiorari, and that Mr.Zimmer and his firm are to receive eleven (11) per cent. additional.

We also understand that we have authority, in the active charge of the litigation, to prepare all necessary papers, and to sign your name as attorney, and would appreciate having some of your covers at this time.

If yourunderstanding differs in any way as to form or substance, we would be glad to have you make any changes that you desire.

Yours very truly,

ECK:P

Townsend & Kindleberger

M. E. Harby

CONSOLIDATED FILM INDUSTRIES, INC.

EXECUTIVE OFFICES

1564-1566 WEST 54TH STREET - NEW YORK

TELEPHONE AUDUBON 7-0-0

February 19th, 1926.

SINGLE ADDRESS
ALL COMMUNICATIONS
TO THE CORPORATION

D. W. Griffith Corporation,
1476 Broadway,
New York City.

Attn Mr. G.W. Conway

Gentlemen:-

According to your instructions of January 14th, we have carefully checked the negative of "HEARTS OF THE WORLD" with the sample print you submitted for this purpose and the enclosed is a complete and detailed report of our findings.

In addition to this report we wish to state that the print from which this comparison was made, was not made by the Consolidated or Hirlagraph Laboratories, in the East. The negative is shorter and has many jumps in action but the story is okay. You will note that in reels seven, eight and nine slight changes in continuity of scenes.

For your further information we give you the following negative and positive lengths:-

Negative	Positive
758'	782
809	835
957	978
877	910
1037	1047
885	912
920	955
1010	1013
1030	1051
8285'	8483'

Trusting that this is the information you desire, we are

Very truly yours,
CONSOLIDATED FILM INDUSTRIES INC

E.H. Seifert

E.H. SEIFERT

EHS: SC

Agreements with this Corporation are accepted with the understanding that all film delivered to it is covered by the owner against loss.
This Corporation takes every necessary precaution for the safe keeping of the film, but assumes no responsibility for its loss.

REEL 1 -

Roll 1 - "Main Title"	2 feet shorter
Title - "One of the Friends"	Neg. 6 frames shorter
" - "Peaceful Days"	Neg. 6 frames shorter
" - "The Double House"	Neg. 3 frames shorter
Scene 1 - Following title "The Double House" the fade in and out in this scene are shorter in Neg. - Fade out in Neg. differs from Positive.	Neg. 2 feet shorter
Roll 2 - Fink - Scene 1 -	Neg. 5 frames shorter
Scene 2 -	Neg. 10 frames shorter
Title - "The Market Place" No splice in this positive title.	Neg. 11 frames shorter
Scene 3 - Following the above title - Neg. fades in, positive does not No splice in positive	Neg. 8 frames shorter
Scene 4 -	Neg. 6 frames shorter
Scene 5 -	Neg. 4 frames shorter
Scene 6 -	Neg. 19 frames shorter
Title - "We find the Home" - 1½ feet shorter	
Scene following title -	Neg. 4 frames shorter
Scene - "Girl with Baby"	Neg. 4 frames shorter
Roll 3 - Title - "The Boy"	Neg. 10 frames shorter
Scene 1 - Following above title -	Neg. fades in - Positive does not - Neg. 2 feet shorter in Positive - Man turns and walks to background - not in Neg.
Scene 2 - Cu - Man -	Neg. 2 feet shorter
Scene 3 - "Girl enters scene"	14 frames shorter
Title - "The Tussy"	11 frames shorter
Title - "Three Harmless Little" -	12 frames shorter
Scene 5 - "Girl with Dog"	Neg. fades in - Positive does not. Scene 19 frames shorter
Title - "The Wanderer"	5 frames shorter
Scene 6 - "Little Chick"	Neg. 5 frames shorter
" 7 - "Exterior of Garden"	Neg. 9 " "
" 8 - "Man enters Garden"	Neg. 8 " "
" 9 - "Girls exits " "	Neg. 8 " "
" 10 - "Man & Girl"	Neg. 8 frames shorter
" 11 - "Chick"	Neg. 4 " "
" 12 - "Girl & Chick"	O.K.
" 13 - O.K.	
" 14 - O.K.	
Neg. roll stops here - Positive does not.	
Roll 4 -	
Scene 1 - "Man & Girl"	Neg. 7 frames shorter
" 2 - O.K.	
" 3 - O.K.	
" 4 - Cu. Girl	Neg. 3 frames shorter
" 5 - "Man & Girl"	Neg. 2 feet shorter

CONTINUED

Scene 6 - Cu. "Girl"	Neg. 11 frames shorter
" 7 - Cu. "Man"	Neg. 6 frames shorter
" 8 - L.S. "Man"	Neg. 9 frames shorter
" 9 - Cu. "Girl"	Pos. fades - Neg. does not
"10 - L.S. "Girl"	Neg. 12 frames shorter
" 11 - L.S. "Man	Neg. 13 frames shorter
" 12 - L.S. "Girl in Bedroom"	Neg. 6 frames shorter
Title - "One of the Many Prayer"	Neg. 6 frames shorter
" 13 - "Girl at Bed"	Neg. 7 frames longer
Title - "Time Brings"	Neg. 5 frames shorter
" 14 - "Girl & Woman"	Neg. fades - Pos. does not
" 15 - "Man & Woman"	Neg. 2 feet shorter

ROLL 5 -

Title - "The Littleat One"	Neg. 7 frames shorter
Scene 1 - "Man & Boy"	Neg. 6 frames shorter
Title - "The Little Love"	Neg. 6 frames shorter
Scene 2 - "Man & Boy"	Neg. 16 frames shorter
Title - "With Great"	Neg. 4 frames shorter
Scene 3 - "Two Men & Woman & Baby"	Neg. 7 frames shorter
" 4 - O.K.	
" 5 - O.K.	
" 6 - O.K.	
" 7 - O.K.	
" 8 - O.K.	
" 9 -"3 Women & Girl & Baby"	Neg. 5 frames shorter
" 10 - "Man & Boy"	Neg. 2 frames shorter
" 11 - "Man & Girl"	Neg. 3 frames shorter
" 12 - "Man & Boy"	Neg. 8 frames shorter
" 13 - "Man & Girl"	Neg. 3 frames shorter
" 14 - Part title differs	Neg. 1 ft. longer fades out Positive does not.

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REEL 2

Roll 1 -

Title - "Afternoon She reads - Etc."	Neg. 4 frames shorter
Scene 1 - Girl Reading	Neg. fades in - Pos. does not. Neg. 14 frames shorter
" 2 - Cu. Man	Neg. 9 frames shorter
" 3 - Cu. Girl	Neg. 9 frames shorter
" 4 - Cu. Girl	Neg. 3 frames shorter
" 5 - O.K.	
" 6 - Cu. Man	Neg. 8 frames shorter
" 7 - Cu. Girl	Neg. fades out - Pos. does not. Neg. 7 frames shorter
" 8 - M.S. Girl	Neg. 11 frames shorter
Title 9 - "Monsieur Cuckoo"	Neg. 18 frames shorter
" 10 - L.S. Two Men	Neg. 2 frames shorter
" 11 - Cu. " "	Neg. 3 frames shorter
" 12 - O.K.	
" 13 - O.K.	
" 14 - L.S. Two Men	Neg. 4 frames shorter
" 15 - Title - "The Little Disturber"	Neg. 7 frames shorter
" 16 - Two Men & Girl	Neg. 3 frames shorter
" 17 - Cu. Two Men & Girl	Neg. 10 frames shorter
" 18 - L.S. Man	Neg. 4 frames shorter
" 19 - L.S. Man	Neg. 9 frames shorter
" 20 - Man & Girl	Neg. 2 frames shorter
" 21 - Cu. Man & Girl	Neg. 5 frames shorter

Roll 2 - B.&W.

Scene 1 - Title -"A Visiting Street"	Neg. 8 frames shorter
" 2 - Fade In -	Neg. fades in - Pos. does not.
" 3 - Crowd Scene	Neg. 8 frames shorter
" 4 - M.S. Girl & Man	Neg. 8 frames shorter
" 5 - L.S. Crowd Scene	Neg. 15 framesshorter
" 6 - Title - Having so far	Neg. 7 frames shorter
" 7 - Girl in Cabin	Neg. 8 frames shorter
" 8 - Title - Von Strohm "Tourist" sometimes serving as a finger to the Mailed Fist".	B.W. in print - in Neg. Amber
" 9 - Title - "Sheltered beneath Etc."	Neg. 13 frames shorter
" 10 - L.S. Man Walking	Neg. 8 frames shorter
" 11 - O.K.	
" 12 - Title - "A deaf and blind Etc."	Neg. 7 frames shorter
" 13 - Old Man & Girl	Neg. 12 frames shorter
" 14 - Old Man & Girl - One Girl reading	Neg. 5 frames shorter
" 15 - Man Walking	Neg. 3 frames shorter
" 16 - Man & Woman	Neg. 5 frames shorter
" 17 - Man & Woman - Man sits down	Neg. 3 frames shorter

CONTINUED

Roll 3 -

	Title - "Much impressed, she,	Neg. 5 frames shorter
Scene 1	- Man & Girl - O.K.	
" 2	- Cu. Girl --O.K.	
" 3	- Cu. Man - O.K.	
" 4	- Cu. Girl - O.K.	
" 5	- L.S. Man	Neg. 3 frames shorter
" 6	- Title - "Monsieur Cuckoo"	Neg. 5 frames shorter
" 7	- Man Near Stone Wall	Neg.31 frames shorter
" 8	- L.S. Two Men	Neg.17 frames shorter

Roll 4 -

Scene 1	- Title -"Twilight Minstrels Etc.	Neg. 9 frames shorter
" 2	- L.S. Exterior	Neg.17 frames shorter
" 4	- Title -"The Girl Hears"	Neg.31 Frames shorter
" 5	- Cu. Girl	Neg. 3 frames shorter
" 6	- L.S. Street - Two Men One Girl	Neg. 5 frames shorter
" 7	- Title - "When all the World"	Neg. 7 frames shorter
" 8	- Cu. Girl	Neg.16 frames shorter
" 9	- L.S. Man	Neg. 5 frames shorter
" 10	- Title -"The Wall Between"	Neg. 7 frames shorter
" 11	- L.S. Man Near Door - in garden	Neg. 6 frames shorter
" 12	- L.S. Street	Neg.11 frames shorter
" 13	- Cu. Man at Door	Neg.13 frames shorter
" 14	- Cu. Girl	Neg. 5 frames shorter
" 15	- Cu. Man - O.K.	
" 16	- Cu. Girl	Neg. 2 frames shorter
" 17	- L.S. Man Exits	Neg. 2 frames shorter

Roll 5 -

Scene 1	- Cu. Window Shutter	Neg. 4 frames shorter
" 2	- Cu. Man	Neg. 3 frames shorter
" 3	- Cu. Man	Neg. 3 frames shorter
" 4	- Cu. Window Shutters - O.K.	
" 6	- Cu. Man & Woman	Neg. 3 frames shorter
" 7	- Ext. Cu. House	Neg. 9 frames shorter
" 8	- L.S. House	Neg. 7 frames shorter

Roll 6 -

Scene 1	- L.S. Children in Bedroom	Neg. 3 frames shorter
" 2	- Cu. " " "	Neg. 7 frames shorter
" 3	- Title -"Jealousy"	Neg. 8 frames shorter
" 4	- Cu. Children in Bedroom	Neg.12 frames shorter
" 5	- Title - "Von Strohm Much"	Neg.31 frames shorter
" 6	- Man Near Tree -	Neg.16 frames shorter
		Neg.fades in-Pos.does not
" 7	- Man walks back & forth	Neg. 4 frames shorter
" 8	- Man Near Door - O.K.	
" 9	- End of Part different type.	

REEL 3

Roll 1 - Blue

Scene 3	- Girl walking along wall	Neg. 4 frames shorter
" 5	- Man turns talks to Girl	Neg. 16 frames shorter
" 17	- Girl goes in door	Neg. 3 frames shorter
" 18	- Couple Cu.	Neg. 3 frames shorter

Roll 2 - Amber

Scene 1	- Girl comes in room	Neg. 5 frames shorter
" 2	- Title - "The End"	Neg. 5 frames shorter
" 9	- Couple seated in garden	Neg. fades out-Pos. does not

Roll 3 - Amber

Scene 2	- Title - "The Betrothal Party"	Neg. 7 frames shorter
" 3	- Wedding	Pos. does not fade in.
" 5	- Man with little boy	Neg. 3 frames shorter
" 6	- Woman " Two " boys	Neg. 7 frames shorter
" 7	- Boy walks around to woman	Neg. 5 frames shorter
" 8	- Boy & Woman Cu.	Neg. 3 frames shorter
" 9	- Couple with boy	Neg. 6 frames shorter
" 10	- Man walking on sidewalk	Neg. 3 frames shorter
" 11	- Title - Too persistent	Neg. 13 frames shorter
" 12	- Girl comes out to man	Neg. 6 frames shorter
" 13	- Title - "Even her blows, Etc."	Neg. 9 frames shorter
" 14	- Man	Neg. 13 frames shorter
" 15	- Girl by wall	Neg. 7 frames shorter
" 16	- Garden scene	Neg. 8 frames shorter
" 17	- Girl by Wall	Neg. 6 frames shorter

Roll 4 - Amber

Scene 1	Title - "The German Etc."	Neg. 7 frames shorter
" 5	- Woman & Girl in room	Neg. 8 frames shorter
" 6	- Title -"With White thread"	Neg. 12 frames shorter
" 7	- Woman & Girl in room	Neg. 4 frames shorter
Insert 10	-	Neg. 9 frames shorter

Roll 5 - Amber

Scene 1	- Title - "The Village Etc."	Neg. 11 frames shorter
" 5	- Couple Cu.	Neg. 5 frames shorter
" 6	- Girl Cu.	Neg. 6 frames shorter
" 17	- Title - "War"	Neg. 5 frames shorter
" 18	- Crowd of people on street	Neg. 6 frames shorter
" 21	- Title - "The Three Etc."	Neg. 11 frames shorter
" 22	- Men by sign	Neg. 4 frames shorter
" 23	- Insert - "Army Etc."	Neg. 4 frames shorter
" 26	- Man comes into room to Girl	Neg. 11 frames shorter
" 27	- Title - "It Means"	Neg. 10 frames shorter
" 28	- Couple Cu.	Neg. 1 foot longer.
" 29	- Title - End of Reel 3	Neg. 4 frames shorter

REEL 4 -

Roll 1 - B.W.

Scene 1 -	Title - "Part Four"	Neg. 4½ feet, shorter
" 7 -	Title - "Tears are Etc."	Neg. 11 frames shorter
" 9 -	Title - "I'll be back Etc."	Neg. 4 frames shorter
" 13 -	Girl by Table	Neg. 9 frames shorter

Roll 2 - Amber

Scene 1 -	Title - "The Girls Etc."	Neg. 7 frames shorter
" 2 -	Couple Cu.	Neg. 6 frames shorter
" 5 -	Girl-Flag	Neg. 2 feet shorter
" 7 -	Title - "Forever & Ever"	Neg. 2 frames shorter
" 9 -	Title - "The Sons Etc."	Neg. 8 frames shorter
" 10 -	People on street	Neg. 10 frames shorter
" 12 -	Parade	Neg. 6 frames shorter
" 14 -	"	Neg. 6 frames shorter
" 19 -	Title - "The Wedding Etc."	Neg. 9 frames shorter
"		

Roll 3 - Amber

Scene 1 -	Title - "In the little room Etc.	Neg. 12 frames shorter
" 3 -	Title - "The boys Etc."	Neg. 7 frames shorter
" 4 -	Field	Neg. 2 feet shorter
" 5 -	Title - "The French Etc."	Neg. 9 frames shorter
" 6 -	Men on battlefield	Neg. 6 frames shorter
" 11 -	Soldiers marching	Neg. 1 foot shorter
" 12 -	Title - "At home Etc."	Neg. 5 frames shorter
"13 -	Three seated at table	Neg. 1 foot shorter
" 14 -	Scene before Title "The Gendarne Etc."	Positive does not fade out.
" 15 -	Title - "The Gendarne" Etc.	Neg. 7 frames shorter
" 16 -	Scene after Title "The Gendarne Etc."	Positive does not fade in.
" 17 -	People in room	Neg. 7 frames shorter
" 18 -	Title - "Danger Etc."	Neg. 6 frames shorter
"		

Roll 4 - Pink

Scene 1 -	Title - "The Bombardment Etc."	Neg. 8 frames shorter
" 2 -	Soldiers in Trench	Neg. 6 frames shorter
" 3 -	Battle Field	Neg. 3 frames shorter
"" 15 -	Soldiers Cu.	Neg. 7 frames shorter
" 17 -	Title - "The Franch Etc."	Neg. 9 frames shorter
" 21 -	Battlefield	Neg. 4 frames shorter
" 22 -	Battlefield	Neg. 8 frames shorter

Roll 5 - Amber

Scene 1 -	Title - "The Great Retreat"	Neg. 7 frames shorter
" 2 -	Battlefield	Neg. 14 frames shorter
" 4 -	Title - "Into ranks again"	Neg. 16 frames shorter
" 6 -	Soldiers	Pos. 4 frames shorter
" 7 -	" Cu.	Neg. 5 frames shorter
" 8 -	"	Neg. 5 frames shorter
" 10 -	"	Neg. 5 frames shorter
" 11 -	Title - "The very last Etc."	Neg. 22 frames shorter
" 13 -	Battlefield	Neg. 8 frames shorter
" 14 -	Title - "The boy Etc."	Neg. 10 frames shorter
" 15 -	Soldiers Cu.	Neg. 6 frames shorter
" 16 -	Girl Cu.	Neg. 6 frames shorter
" 17 -	Soldiers Cu.	Neg. 4 frames shorter

REEL 4 CONTINUED

Roll 8 - Amber

Scene 1	- Title - "The Very Day Etc."	Neg. 11 frames shorter
" 4	- Title - "War's Gift Etc."	Neg. 5 frames shorter
" 5	- People Ext. House	Neg. 6 frames shorter
" 10	- Boy Cu.	Neg. 5 frames shorter
" 11	- People in garden	Neg. 5 frames shorter
" 12	- House	Neg. 6 frames shorter
" 13	- Title - "End of Reel Four"	Neg. 4½ feet shorter

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REEL 8 -

Roll 1 -

Scene 1	- L.S. Girl	Positive 8 feet longer
" 2	- M.S. Man & Girl	Neg. 2 frames shorter
" 3	- Woman near wagon	Neg. 6 frames longer
" 4	- L.S. Man & Girl - O.K.	
" 5	- Cu. Old Man & Girl	Neg. 5 frames longer
" 6	- L.S. Wagon	Neg. 6 frames longer
" 7	- Cu. Horse - O.K.	
" 8	- Cu. Carriage - O.K.	
" 9	- L.S. Street	Neg. 4 frames longer
" 10	- Man & Girl - O.K.	
" 11	- L.S. Room - O.K.	
" 12	- L.S. Street - O.K.	
" 13	- Old Man & Girl, wane	Neg. 3 frames shorter
" 14	- Girl Exits - O.K.	
" 15	- L.S. Old Man & Girl	Neg. 6 frames shorter
" 16	- People Running - O.K.	
" 16	- Women Entering House	Neg. 3 frames shorter
" 17	- L.S. Soldiers	Neg.14 frames longer
" 18	- Explosion Scene	Neg.15 frames shorter
" 19	- Cu. Woman - O.K.	
" 20	- Woman Exits -	Neg. 3 frames shorter
" 21	- Title - "The Boys Father"	Neg. 8 frames shorter
" 22	- L.S. House	Neg. 5 frames shorter
" 23	- L.S. Girl	Neg. 7 frames shorter
" 24	- Old Man On Ground	Neg. 4 frames longer
" 25	- L.S. Girl	Neg. 7 frames shorter
" 26	- L.S. Boy Bending over old Man	Neg.13 frames shorter
" 27	- L.S. Crowd	Neg. 3 frames shorter
" 28	- M.S. Girl Exits	Neg. 5 frames shorter

Roll 2 -

Scene 1	- Title - "The Sheltered Inn"	Neg. 5 frames shorter Pos. 25 frames Longer
" 2	- L.S. Man Playing Violin	Neg. 5 frames shorter
" 3	- Cu. " " "	Neg. 3 frames shorter
" 4	- Title - "A Humble Member"	Neg. 9 frames shorter
" 5	- L.S. Woman Telephoning	Neg. 7 frames shorter
" 6	- Cu. Man - O.K.	
" 7	- L.S. Woman Telephoning	Neg. 2 frames shorter
" 8	- L.S. Old Woman & Man	Neg. 2 frames shorter
" 9	- Title - "In this Massacre"	Neg.12 frames shorter
" 10	- L.S. Crowd Men & Woman in Room	Neg. 5 frames shorter
" 11	- L.S. Man & Girl - O.K.	
" 12	- L.S. Street - O.K.	
" 13	- L.S. Man & Women	Neg. 2 frames shorter
" 14	- Cu. Two Women - O.K.	
" 15	- Cu. Woman & Baby - O.K.	
" 16	- Girl, Woman & Baby	Neg. 4 frames shorter
" 17	- L.S. Street - O.K.	
" 18	- Girl, Woman & Baby - O.K.	
" 19	- L.S. Crowd - O.K.	
" 20	- Cu. Girl & Two Women	Neg. 2 frames shorter
" 21	- L.S. Crowd in Room	Neg. 5 frames shorter

Roll 2 - Continued

Scene - 22 - L.S. Crowd in Room		Neg. 6 frames shorter
" 23 - L.S. Lake		Neg.10 frames shorter
" 24 - L.S. Swans		Neg. 2 frames shorter
" 25 - Crowd in Room		Neg. 4 frames shorter
" 26 - Two Men - O.K.		

Roll 3 -

Scene 1 - Cannon Off	Neg. 10 frames shorter
" 2 - Street People Running	Neg. 9 frames shorter
" 3 - Street Crowd	Neg. 8 frames shorter
" 4 - Crowd fire scene	Neg. 5 feet longer
"	

Roll 4 -

Scene 1 - Woman Laying Down	Neg. 5 frames shorter
" 2 - Street Crowd	Neg. 6 frames shorter
" 3 - Woman Laying Down	Neg.15 frames shorter
" 4 - Cu. Two Women - Pos. Shorter	Neg. 8 feet long.
" 5 - L.S. Two Women & Man	Neg. 5 frames longer
" 6 - Title - "Let the Dead"	Neg. 5 frames shorter
" 7 - L.S. Two Women Exit	Neg. 8 frames shorter
" 8 - L.S. Street	Neg. 3 frames shorter
" 9 - Cu. Cannons	Neg. 7 frames shorter
" 10 - Bombardment	Neg.12 frames shorter

Roll 5 -

Scene 1 - Cu. Soldier	Neg.13 frames shorter
" 2 - Title - "The French"	Neg.12 frames shorter
" 3 - French Scene	Neg. 6 frames shorter
" 4 - Soldiers on - O.K.	
" 5 - War Field L.S.	Neg. 5 frames shorter
" 6 - L.S. War Field	Neg. 3 frames shorter
" 7 - War Field - O.K.	
" 8 - War Field	Neg. 2 frames shorter
" 9 - Cu. Man	Neg. 2 frames shorter
" 10 - Ruins	Neg. 4 frames shorter
" 11 - Title - "The Mind Of"	Neg. 5 frames shorter
" 12 - Ruins	Neg. 7 frames shorter
" 13 - Title - "Beneath the Rising"	Neg. 1 frame shorter
" 14 - War Field	Neg. 2 frames shorter
" 15 - M.S. Soldier - O.K.	
" 16 - Cu. Soldier - O.K.	
" 17 - M.S. Soldier - O.K.	
" 18 - Title - "The Desperate"	Neg. 3 frames shorter
" 19 - War Trench	Neg. 3 frames shorter
" 20 - M.S. Soldiers	Neg.13 frames shorter

Roll 6 -

Scene 1 - Street	Neg. 8 frames shorter
" 2 - M.S. Girl - O.K.	
" 3 - Street - Crowd - O.K.	
" 4 - Title -"A Wounded Neighbor"	Neg. 5 frames shorter
" 5 - M.S. Girl & Man	Neg.11 frames shorter
" 6 - Cu. Girl	Neg. 4 frames shorter
" 7 - Title - "The boy struggle"	Neg. 4 frames shorter

Roll 6 - Continued

Scene 8	- Soldier	Neg. 5 frames shorter
" 9	- Cu. Girl	Neg. 6 frames shorter
" 10	- Title - "This was to have"	Neg. 6 frames shorter
" 11	- M.S. Girl Exits	Neg. 10 frames shorter
" 12	- Title - O.K.	
" 13	- Soldier - O.K.	
" 14	- Girl exits war field	Neg. 3 frames shorter

Roll 7 -

Scene 1	- Girl & Man war field	Neg. 3½ feet longer
" 2	- Title - "And so they spent"	O.K.
" 3	- Soldier on war field	Neg. 37 frames shorter
" 4	- War field	Neg. does not fade - Pos. does
		Neg. 2 frames shorter
" 5	- Soldier finds man on field	Neg. 8 frames shorter
" 6	- Title - "The halced"	Neg. 3 frames shorter
" 7	- Soldiers on war field	Neg. 0 frames shorter
" 8	- Title - "The French"	Neg. 6 frames shorter
" 9	- Bombing"	Neg. 10 frames shorter
" 10	- Soldiers in trench	Neg. 10 frames shorter

Roll 8 -

Scene 1	- Title - "The Refugee"	Neg. 2 frames shorter
" 2	- Crowd Women	Neg. 4 frames shorter
" 3	- Street Scene	Neg. 2 frames shorter
" 4	- Street	Neg. 1 frame shorter
" 5	- Title - "The Conquerer"	Neg. 15 frames longer
" 6	- Street - O.K.	
" 7	- Cu. Soldiers	Neg. 3 frames shorter
" 8	- Soldiers	Neg. 3 frames shorter
" 9	- Soldiers	Neg. 8 frames longer
" 10	- Two Women	Neg. 2 frames shorter
" 11	- Crowd of Soldiers	Neg. 2 frames shorter
" 12	- Soldiers - O.K.	
" 13	- Woman - O.K.	
" 14	- Two Women - O.K.	
" 15	- Neg. End of Part shorter	

Roll-1-Amber

Scene-1-Title "Part Six"	Neg.	2 feet	shorter
" -3-Title "Through some etc.	"	11 frames	"
" -4-Houses	"	15 "	"
" -5-Title "The boy's etc	"	9 "	"
" -6-Den	"	5 "	"
" -7-Men and women	"	4 "	"
" -10-Title "The boy's oldest brother"		6 "	"
" -13-Woman kneeling by girl in bed	"	5 "	"
" -14-Title "The girl	"	8 "	"
" -17-Woman by girl in bed	"	7 "	"
" -19-Girl in room	"	6 "	"

Roll-2-Blue

Scene-1-Girl kneeling by man on ground	Neg.	7 frames	shorter

Roll-3-B.W.

Scene-1-Title "Our Musketeers etc.	Neg.	5 frames	shorter
" -7-Soldiers	Pos.	5 "	"
" -10-Soldiers in trench	Neg.	5 "	"
" -13-Title "Von Strohm etc.	"	10 "	"
" -14-Man gets out of auto	"	7 "	"
" -15-Cafe	"	5 "	"
" -16- "	"	8 "	"
" -17-Title "An old fashioned etc.	"	5 "	"
" -18-Men in Cafe	"	8 "	"
" -19- " " "	"	7 "	"
" -20-Soldier Cu.	"	4 "	"

Roll-4-Amber O.K.

Roll-5- Amber

Scene-1-Battlefield	Neg.	6 frames	shorter
" -2-Title "The French etc.	"	5 "	"
" -3-Battlefield	"	8 "	"
" -11-Man Cu.	"	4 "	"
" -13-My love etc."(Title)	"	14 "	"
" -14-Girl Cu. (Fade out missing	Pos.	27 "	"
" -15-Title "End part six.	Neg.	5 feet	shorter

Roll-6-Pink

Scene-1-Battlefield	Neg.	8 frames	shorter

Roll 7

Scene-1-Title "The boy, Interpreting etc.	"	10 "	"
" -2-Trench	"	4 "	"
" -3- "	"	6 "	"
" -12-Two soldiers Cu.	"	4 "	"
" -13-Title "Also battling!	"	4 "	"

REEL 7 -

Roll 1 - Amber

Scene 1 - Title - "Part Seven"	Neg.	1 foot shorter
" 2 - Man on floor - fade in missing -	Pos.	16 frames shorter
" 5 - Man Cu. - fade out missing-	Pos.	26 frames shorter
" 6 - Man " by bush- fade in missing -	Pos.	3 feet shorter
" 8 - Man Cu.	Neg.	1 foot shorter
" 14 - Title - "The MothersEtc."	Neg.	6 feet shorter
" 21 - Children kneeling at bed of woman	Neg.	14 feet shorter (fades out)
"		

Roll 2 - Pink

Scene 8 - Title - "The Sergent Etc."	Neg.	10 frames shorter
" 9 - Two Men Cu.	Neg.	16 frames shorter
"		

Roll 3 - Amber

Scene 4 - Title - "A Fortunate Etc."	Neg.	17 frames shorter
" 11 - Woman & Children in room	Neg.	15 frames shorter
" 12 - Title - "After Daring Etc."	Neg.	18 frames shorter
" 19 - Woman with Lamp	Neg.	10 frames shorter
" 20 - Girl by table	Neg.	13 frames shorter
" 23 - Woman with lamp	Neg.	8 feet shorter
" 24 - " " " in hall	Neg.	10 frames shorter

Roll 4 - Blue

Scene 1 - Title - "Von Strohm Etc."	Neg.	9 frames shorter
" 3 - Woman Exit house	Neg.	7 frames shorter
" 4 - Title - "In the enemies Etc."	Neg.	9 frames shorter
" 5 - Man comes on	Neg.	18 frames shorter
" 8 - Title - "Under cover Etc."	Neg.	10 frames shorter
" 13 - Title - "An EurenEtc."	Neg.	7 frames shorter
" 16 - Title - "The Officers Etc."	Neg.	8 frames shorter
" 17 - Soldiers in trench	Neg.	2 feet shorter

Roll 5 - Blue

Scene 1 - Title - "The Boy Trapped"	Neg.	10 frames shorter
" 5 - Battlefield	Neg.	18 frames shorter
" 16 - Title - "They accept Etc."	Neg.	13 frames shorter
" 22 - Gun Cu.	Neg.	5 frames shorter
" 24 - Gun Cu.	Neg.	4 frames shorter
" 25 - Smoke	Neg.	9 frames shorter
" 26 - Soldier in trench	Neg.	12 frames shorter
" 29 - Title - "Von Strohm, his mess closed Etd."	Neg.	4 frames shorter
" 30 - Soldier in doorway	Neg.	9 frames shorter
" 31 - " " "	Neg.	4 frames shorter
" 32 -"Try the back etc." - Title	Neg.	8 frames shorter
" 33 - Soldiers walk along wall	Neg,	5 frames shorter
" 34 - Soldiers come on	Neg.	8 frames shorter

Roll 6 - Red - O.K.

Roll 7 - Amber

Scene - 3 Title - "A Good memory Etc."	Neg.	5 frames shorter
" - 12 - Title - "End of Part Seven"	Neg.	3 frames shorter

REEL 6

Roll-1-Amber

Scene-2-Int. room	Neg.	20	frames	shorter
" -11-Girl Cu.	"	3	"	"
" -14-Couple on floor	"	6	"	"
" -15-Man Cu	"	6	"	"
" -23-Int. room	"	6	"	"
" -24- " "	"	4	"	"
" -25- " "	"	4	"	"
" -26-Hall	"	2	"	"
" -27-Girl comes into room	"	2	"	"
" -28-Girls in room missing	Neg.	4	"	"
" -33-Girl in room	"	3	"	"
" -34-Girl by door	"	5	"	"
" -35-Girl comes in hall	"	3	"	"

Roll-2-Blue

Scene-1-Title "The boy unable etc.	Neg.	6	frames	shorter
" -3-Soldier on watch	"	5	"	"
" -4-Auto comes on	"	5	"	"
" -6-Two soldiers	"	3	"	"
" -8-Two soldiers	"	3	"	"
" -17-Man walks along wall	"	8	"	"

Roll-3-Blue

Scene-2-Couple Cu.	"	5	"	"
" -3-Girl opens door	"	4	"	"
" -4-Couple Cu.	"	7	"	"
" -5-Title "If they see etc.	"	3	"	"
" -6-Couple Cu.	"	3	"	"
" -9-Girl talks to couple	"	5	"	"
" -10-Couple Cu.	"	6	"	"
" -11-Couple ext. house	"	7	"	"
" -12-Cigarette on ground	"	3	"	"
" -19-Couple ext. house	"	16	"	"
" -20-Soldier comes on	"	9	"	"
" -21- " on watch	"	8	"	"
" -22-Couple comes out of door	"	12	"	"

Roll-4-Amber

Scene-4-Girl in hall	"	4	"	"
" -5-Int.room	"	3	"	"
" -13-Couple in hall	"	3	"	"
" -15-Man comes on in hall	"	3	"	"
" -17-Man in hall	"	5	"	"
" -29-Girl by door, soldier by soldier on floor	"	5	"	"
" -30-Title "You are my prisoner	"	3	"	"

Roll 5-Amber

Scene-1-Girl Cu	Neg.	20	frames	short
" -4-Girl stabs man (missing in Pos.				
" -5-Girl stabs man Cu. " " "				
" -6-Soldiershoots soldier " "				
" -8-Soldierfalls on floor	Neg.	8	frames	shorter
" -9-Couple in room	"	8	"	"

REEL 6

Roll-6-B.W.

Scene-1-Title "The unused upper room"	Neg.	6	frames	another
" -2-Title "Man enters room"	"	43	"	"
" -4-Couple in room	Pos.	2	"	"

Roll-7-Blue

Scene-1-Title "The Allies win"	Neg.	42	frames	another
first 6 scenes are Amber in positive, should be blue				
" -4-Machine guns	Neg.	4	frames	another
" -7-Battlefield	"	6	"	"
" -9-Men in trenches	"	6	"	"
" -12-Battlefield	"	9	"	"
" -13-Battlefield	"	6	"	"
" -14-Battlefield	"	7	"	"

Roll-8-Red

Scene-1-Smoke on battlefield	"	24	"	"
" -2-Title "End reel 6"	"	24	"	"

REEL 9

Roll-1-

Scene -1-Part title	Neg. 5	frames	longer
" -2-Demoing	" 4	"	"
" -3-Field O.K.			
" -4-Field O.K.			

Roll-2

Scene-1-Title "Poison Gas	Neg. 0	frames	shorter
" -2-C-U-Mans hands.	" 3	"	"
" -3-Field O.K.			
" --4-Field soldiers on	" 4	"	"

Roll-3

Scene-1-Trench	Neg. 11	frames	shorter
" -2-C-U-Trench	" 3	"	"
" -3-Demoing	" 7	"	"
" -4-Trench	" 8	"	"
" -5-Title "Pillboxes O.K."			
" -6-Trench O.K.			
" -7-Trench O.K.			
" -8-MB-soldiers O.K.			
" -9-Field	Neg. 2	frames	shorter
" -10-Trench	" 3	"	"
" -11-Trench	" 2	"	"
" -12-Trench	" 1	"	"
" -13- "	" 2	"	"
" -14- "	" 1	"	"
" -15- "	" 3	"	"
" -16-Field	" 8	"	"
" -17-Title "Again they see"	" 5	"	"
" -18-C.U. Two Men	" 5	"	"
" -19-Field	" 1	"	"
" -20-C.U Man O.K.			
" -21 Trench	Neg. 7	frames	shorter
" -22-Title "Only Once"	" 10	"	"
" -23-M.S. Trench	" 6	"	"
" -24-Trench O.K.			
" -25-C.U.Trench	Neg. 6	frames	shorter
" -26- M.S. Trench	" 3	"	"
" -27-Trench	" 6	"	"
" -28-Soldiers	" 11	"	"
" -29-Trench soldiers	" 4	"	"
" -30-C.U. Mans hand O.K.			
" -31-C.U. Cannon	" 2	"	"
" -32-Soldiers	" 11	"	"
" -33-Soldiers	" 13	"	"
" -34-Street Bombarding	" 7	"	"
" -35- Title "The Trench"	" 3	"	"
" -36-Soldiers	" 7	"	"
" -37-Soldiers	" 4	"	"
" -38-L.S. Street	" 1	"	"

Roll-4-

Scene-1-Man and woman	neg.13	frames	shorter
" -2-Title "They pledge	" 6	"	"
" -3-Soldier woman embraces	" 4		"
" -4-Man goes	" 2	"	"
" -5-L.S.Woman	" 3	"	"
" -6-L.S.Soldiers and woman	" 3	"	
" -7- Hall soldiers	4	"	"
" -8-Soldiers	" 2	"	"
" -9- Soldier and woman embraced	" 2	"	"
" -10-Soldier O.K.			
" -11-Soldier in hall	" 3	"	"
" -12-L.S. Room soldier O.K.			
" -13-L.S. Room soldier O.K.	" 9	"	"
" -14-Title "The sound"	" 2	frames	longer
" -15-Soldier and woman	" 3	"	"
" -16- " " "	" 6	"	"
" -17-Soldier and woman run to door	" 5	"	"
" -18- " " " " " "	" 3	"	"
" -19-C.W. Door lock	" 4	"	"
" -20-L.S. Woman O.K.			
" -21-L.S. Two soldiers and woman	" 4	"	"
" -22-Two soldiers fighting	" 4	"	"
" -23-Woman O.K.			
"24-O.K.			
" -25- Door O.K.			
" -26-C.U. Woman O.K.			
" -27-Two soldiers fighting	Neg. 5 frames longer		
" -28-C.U. Soldier O.K.			
" -29-C.U. Two soldiers O.K.			
" -30- C.U. One soldier O.K.			
" -31-C.U. Woman O.K.			
" -32-Mans back O.K.			
" -33-L.S. Room O.K.			

(Negative ends here positive does not.)

Roll-5

Scene-1-Soldiers advancing to woman	Neg 9	frames	shorter
" --2-C.U. Soldier	" 2	"	"
" -3-C.U. Girl	" 3	"	"
" -4-C.U. Man	" 1	"	"
" -5-Soldier and girl	" 2	"	"
" -6-Title "The Spy"	" 10	"	"
" -7-Soldier and girl	" 5	"	"
" -8-Soldiers and girl	" 3	"	"
" -9-Two soldiers fighting	" 3	"	"
" -10-Two soldiers fighting O.K.	"		
" -11-Soldier and girl	" 2	"	"
" -12-Soldier	" 3	"	"
" -13-Soldier O.K.			
" -14-Soldier and girl O.K.			
" -15-Soldier exits O.K.			
" -16-Soldier and gun O.K.			
" -17-Soldier and girl O.K.			

Roll-5-Cont'd

Scene-18-Soldiers fighting O.K.		
" -19-Soldiers fighting O.K.		
" -20-Soldiers fighting O.K.		
" -21-Soldiers going down stairs	Neg. 7 frames shorter.	
" -22-C.U. Girl O.K.		
" -23-C.U. Man	Neg 4 frames shorter	
" -23-C.U. Girl O.K.		
" -24-L.S.Room O.K.		
" -25-C.U. Girl O.K.		
" -26-Room, bombardment	Neg. 6 frames shorter	
" -27- " " O.K.		
" -28-Soldiers in hall	Neg. 5 frames shorter	
" -29-Fighting on	" 5 " "	
" -30-C.U. Woman and baby	" 5 " "	
" -31-C.U. Woman holding girl	" 5 " "	
" -32-Soldiers fighting	" 7 " "	
" -33-C.U. Man O.K.	" 7 " "	
" -34-C.U. Man and girl O.K.		
" -35-C.U. Man O.K.		
" -36-C.U. Girl O.K.		
" -37-Man and girl	Neg. 9 frames shorter	
" -38-Title "You must surely	" 7 " "	
" -39-Man and girl	" 7 " "	
" -40-C.U. Man	" 3 " "	
" -41-C.U. Man	" 4 " "	
" -42-Soldiers in hall O.K.		
" -43-Man and girl	" 4 " "	
" -44-C.U. Girl O.K.		
" -45-Soldiers in hall O.K.		
" -46-C.U. Man and girl O.K.		
" -47-Soldiers breaking door	" 5 frames shorter	

Roll-6

Scene -1-Cannon-Men	Neg. 2 frames shorter	
" -2-Bombardment in room	" 8 " "	
(These two scenes are joined in positive)		
In Negative Sec-24and 26.		
" -3-Soldiers	Neg. 3 feet	
" (This scene in Neg.-follows 2-		
in positive follows section 28.		
" -4-Soldiers	Neg. 6 frames shorter	
" -5-"oman finds soldiers O.K.		
" -6-Title "Last enemy defense"	Neg. 8 frames shorter.	
B.W. in should be pink		
" -7-Battle on.	" 2 " "	
" -8-Cannon off	" 1½ feet shorter	
" -9-Battle on O.K.		
" -10-Soldiers inside O.K.		
" -11-Soldiers fighting	Neg. 3 frames shorter	
" -12-C.U. Soldier O.K.		
" -13-Soldiers O.K.		
" -14-Title "The Trench	Neg. 8 frames shorter	
" -15-Soldiers	" 4 " "	
" -16-Soldiers fighting	" 8 " "	
" -17-Soldiers fighting O.K.		
" -18-Soldiers running	" 8 " "	

Roll-7

Scene-1-C.U. Girl	Neg.	7	frames	shorter.
" -2-C.U. Girl and man O.K.				
" -3-C.U. Man O.K.				
" -4-Man and girl	Neg.	4	frames	shorter
" -5-C.U. Girl	"	7	"	"
" -6-C.U. Girl	"	2	"	"
" -7-Soldier and girl	"	5	"	"
" -8-C.U. Girl O.K.			"	"
" -9-C.U. Man O.K.				
" -10-Soldier and girl	"	2	"	"
" -11-Soldier at door	Neg.	5	"	"
" -12-C.U. look O.K.				
" -13-C.U. Girl	"	2	"	"
" -14-Soldier and girl O.K.				
" -15-Soldiers	"	2	"	"
" -16-C.U. Girl O.K.				
" -17-Explosion O.K.				
" -18- " "	Neg	2	frames	shorter
" -19-Smoke O.K.				
" -20-Soldiers enter O.K.				
" -21Hallway, soldiers O.K.				
" -22-Soldier and girl	Neg.	4	frames	shorter
" -23-Soldeir and girl	"	2	"	"
" -24-Soldier and girl embrace	"	9	"	"
" -25-girl and soldier on ground	"	3	"	"
" -26- " " " kiss.	"	6	"	"
" -27-L.S. Room O.K.				
" -28-Girl and soldier O.K.				
" -29-Couple in hallway O.K.				
" -30-Street O.K.				
" -31-L.S. Rooms	Neg.	4	frames	shorter.
" -32-Soldiers Crowd.	"	10	"	"
" -33-L.S. Room	"	4	"	"
" -34-C.U. Soldier and girl	"	8	"	"
" -35-L.S. Room O.K.				
" -36-L.S. Baby	"	3	"	"
" -37-Fire O.K.				
" -38-Fire	"	4	"	"
" -39-Crowd	"	6	"	"
" -40-Soldier and girl O.K.				
" -41-Trench O.K.				
" -42-Trench	"	4	"	"
" -43-Soldier and boy O.K.				
" -44-Soldier O.K.				
" -45-C.U. Boy	"	3	"	"
" -46-Soldier O.K.				
" -47-C.U. Boy	"	2	"	"

Roll-6

Scene-1-Soldiers	Mag. 4	frames shorter
" -2-Soldier embraces child	" 3	" "
" -3-Title "Happy Times" O.K.		
" -4-L.S. people at table	" 5	" "
" -5-M.S. " " " O.K.		
" -6-C.U. Child eating	" 4½	feet shorter
" -7-C.U. Man and girl at table	" 2	frames shorter
" -8-Man and girl O.K.		
" -9-Couple	Mag. 6	frames shorter
" -10-Crowd outside	" 4	" "
" -11-Soldiers marching O.K.		
" -12-People near table O.K.		
" -13-People go to window O.K.		
" -14-Soldiers marching O.K.		
" -15-Soldiers marching O.K.		
" -16-People moving O.K.		
" -17-The End.		

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NEW YORK CITY

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WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

February 10, 1928.

Albert H. T. Banzhaf, Esq.,
150 West 45nd Street,
New York, N. Y.

Dear Mr. Banzhaf:

With reference to our correspondence about the cut-outs which belonged to Mr. Griffith's picture "America", I have made a thorough investigation on this matter and have been unable to find any one that sold this film to the Triangle Projection Service.

I have also inquired at 729 Seventh Avenue and 1600 Broadway with reference to buying some scenes of this kind--up to date, I have found no one that has such a thing in their possession, however, I am having a couple of my friends in film row to look into this further and in the event that something develops I will follow it up as per your suggestion.

I will advise you further if something new develops with reference to this case.

Yours very truly,

John Gentile

John Gentile

February 10, 1920.

Miss M. McIver,
4067 Bedford Avenue,
Brooklyn, N. Y.

My dear Miss McIver,

Enclosed you will find our check in the amount of $75.00 in payment of your services in connection with the cutting of "Drums of Love".

Will you kindly sign the enclosed bills, which I made out from your memorandum given me over the telephone, and return both copies to me immediately in the attached envelope.

Thanking you,

Very truly yours,

Asst. Treas.

D. W. Griffith, Inc.

February 10th 1930.

Messrs. Jonas & Neuburger,
116 Broadway,
New York City.

Attention Mr. Murray L. Jacobs.

Re: Manufacturers Trust Company v.
G & H Pictures Corp., et al.

Dear Mr. Jacobs:

Replying to your letter of February 9th, I am enclosing my check to the order of the Manufacturers Trust Company for $2750., which please apply on account of Mr. Griffith's indebtedness in the above-entitled matter.

The acceptance by you of these checks will not prejudice your claim for an additional $2000. on account and/or for payment of the balance at the rate of $500. per week. However, I do wish that you would take this up with your Bank and advise them that as Mr. Griffith is making these payments they should accept the proposition made by Mr. Klune, viz. $3,000. on account, which with the $2500. enclosed has been paid, and the balance at the rate of $250. per week, the $250. enclosed as aforesaid being on account of such installments.

Mr. Griffith would not ask the bank to accept the payments in this way if he were not practically an absolute necessity, and I personally trust that you will lend your good services in having the Bank accept this proposition.

Let me respectfully point out that you are amply secured by the deeds from Mr. Grey, aside from the fact of Mr. Griffith's absolute personal responsibility. If you have any doubts with regards to the latter I respectfully refer you to Dr. Giannini about the matter, so please do this for Mr. Griffith and me.

Very truly yours,

AHTB:GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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JONAS & NEUBURGER

TELEPHONE BEEKMAN [illegible]

RALPH JONAS
PHILIP LEHMAN
LEWIS S. NEUBURGER
GUSTAV L. JACOBS
SIDNEY S. NEUBURGER

GEORGE GREENE
LYLE EVERT TRUCK
BENJAMIN KIRSCH
LEONARD W. BIRCH
MURRELL W. BUTE
HERMAN S. BENJAMIN

[illegible] BROADWAY
NEW YORK

February 11, 1926

Re: Manufacturers Trust Company
v. G & H Pictures Corp., et al

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

I have for acknowledgment your letter of the 10th inst. enclosing your check to the order of the Trust Company for $2750. The same covers $2500 check returned and $250 additional, the whole amount to be applied on account of the above entitled action without prejudice to any rights of the Trust Company, simply reducing the amount that would be collectible against execution issued on any judgment obtained therein. It was and must be definitely understood that this is the only way that the Trust Company is accepting these payments for the time being, until the counterproposition submitted to Messrs. Griffith and Klun is considered, and the defendants advise us as promptly as possible, say within the next week, whether or not they will accept said proposition, send an additional $2,000, and the difference in the payments made up to then at the rate of $500 per week. If that arrangement is made, the defendants will be in default of answer to the complaint and we will agree by stipulation not to enter judgment unless there be a default in any of the instalment payments.

We note what you say concerning the security and Mr. Griffith's personal responsibility. Same has had our careful attention and consideration, and it is upon that basis that the Trust Company was willing to go along as it did, accepting $500 payments per week from Mr. Griffith, until he stopped making them, for a period of at least twenty weeks before suit was started. The Trust Company should therefore by that time have had an additional $10,000 which it did not get, and it feels that this should in some way be made up by at least a payment of 50% of the amount that it would otherwise have gotten, and the payments continue on the same basis.

We understand that the new proposition made by Mr. Klun was predicated upon some further arrangements made between Messrs. Griffith and Grey. Although we are more than anxious to co-

operate with you and Mr. Griffith to do all that we can to facilitate the orderly and proper payment of this indebtedness, we honestly feel that the counterproposition as made should be promptly accepted, and stipulation entered as above set forth. At any rate, we know that the Trust Company will be disinclined to accept any proposition short of the one we made. If there is any further phase of the matter which you desire to discuss with me, I shall be glad to have you call; and thanking you for your co-operation in the matter, believe me, with kindest regards,

Very truly yours,

Murray L. Jacobs

For JONAS & NEUBURGER

MLJ:B

Memo.

Went to Kindleberger's office, delivered to them certified check for $29,639.32 drawn to the order of State Tax Commission. This amount included interest on $29,491.86 (the amount of the tax) amounting to $147.46.

Signed Petition for Writ of Certiorari.

Signed application for $500. Bond in the name of the Griffith Corporation and also personally.

Delivered letter accepting Kindleberger and Harby's proposition to Kindleberger.

Also signed protest addressed to State Tax Commission for payment of License Tax.

ALBERT H.T.BANZHAF

Dated: February 14th 1928.

BENGHAF & PENNELEGER
COUNSELLORS AT LAW
BOND TRUSTEES BUILDING
130 WEST 42ND STREET
NEW YORK

ALBERT H. T. BENGHAF
JOHN H. PENNELEGER

TELEPHONE
WISCONSIN 7800
CABLE ADDRESS
"BENGHAF"

February 14th 1929.

Messrs. Townsend & Kindleberger,
H.S.Harby
21 Nassau Street
and
Mr. M.S.Eisner,
130 Broadway,
New York City.

Re: License Tax of
D.W.Griffith, Inc.

Gentlemen:

I beg to acknowledge receipt of the letter dated February 10th signed by Messrs. Townsend & Kindleberger also Mr. M.S. Harby relative to retainer in re the above-entitled matter. The agreement as therein set forth is hereby accepted by the Griffith Corporation and we trust that you will take the immediate and necessary steps to carry this matter to a successful conclusion.

Very truly yours,

Albert H. Benghaf

ACCEPTED:

D.W.GRIFFITH, INCORPORATED

By: Albert H. Benghaf
Secretary

AHTB:GDM

D. W. GRIFFITH COLLECTION
AMERICAN FOUNDATION FOR MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY

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February 14, 1928.

OFFICE OF THE PRESIDENT

Mr. Albert H. T. Banshaf,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

In connection with title registration: It is the custom for this office to notify the interested companies whenever there is a duplication or a similarity in registration that would indicate conflict, in order to give the companies a chance for conference and adjustment.

Having in mind your recent registration of "The White Slave," for Mr. Griffith, perhaps we should advise you that under date of February 3, 1928, F B O Pictures Corporation registered "The White Flag."

Also, under date of May 11, 1927, Universal Pictures Corporation have a registration of "The White Bird"; and Fox Film Corporation registered "White Silence" under date of October 24, 1927.

If you feel that any of the above titles have a harmful degree of similarity, we suggest that you get directly in touch with the companies indicated.

You may be interested, too, in reading the attached memorandum of suggestions which cover the procedure for title registration.

Sincerely yours,

Secretary to Mr. Hays.

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Personal Property Return **1925**

Form 10—1925—100

Date of notification of assessment	ORDINARY BUSINESS CORPORATIONS (See instructions on third page)	*Received in office of State Tax Commission*
1925	PENALTY for failure to file report on or before March 15, 25. Thereafter additional penalty of $1 for each delay of 10 days, or fraction thereof, up to May 31. Further penalties on and after June 1.	1925

STATE TAX COMMISSION OF MARYLAND
Union Trust Building
Baltimore

D. W. GRIFFITH, INCORPORATED

REPORT AS OF JANUARY 1, 1925, OF 1476 Broadway, New York City. (Name of Corporation)

Mailing address

1. Date of incorporation June 20th, 1920 Place of incorporation Maryland

2. Nature of business conducted PRODUCERS OF MOTION PICTURES (City or County)

3. Where is the main office of such corporation in this State for the transaction of business actually situated? No office for transaction of business, principal office in New York. Location No. 101 East Fayette Street, Baltimore, Maryland.

4. Does the company transact all or any part of its business in the State of Maryland? NO

4a. If the company is a new one (operating in Maryland) state whether or not it succeeds an established business, giving name thereof NO

5. Names and addresses of officers:

	Names	Addresses
President	D. W. Griffith	1476 Broadway, New York City
Secretary	A. H. T. Banzhaf	130 West 42nd Street, New York City
Treasurer	J. C. Epping	1476 Broadway, New York City

6. DIRECTORS

Names	Names
D. W. GRIFFITH	1476 Broadway, New York City
LEX BENGIST	130 West 42nd Street, New York City
GRANITT J. LLOYD	1476 Broadway, New York City
A. H. T. BANZHAF	130 West 42nd Street, New York City
A. L. GREY	1476 Broadway, New York City

7. CAPITALIZATION (See Instruction No. 3)

	Par Per Share	Authorized		Outstanding stock for which certificates have been issued		Stock subscribed for but for which no certificates have been issued	
		No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount
Common Stock	none	125000	none	121693	1,083,199.75	No	None
Preferred Stock	$ none	375000	$ none	375000	$ 2,000,000	No	$ None
Other Classes	$ ~~none~~	~~500000~~	$ ~~none~~	~~496693~~	$ ~~3,083,199.75~~	~~No~~	$ ~~None~~
Total	$		$		$		$

D. M. GRIFFITH COLLECTION
MARYLAND STATE ARCHIVES

PERSONAL PROPERTY OF THE CORPORATION IN MARYLAND

Each question must be answered—see instruction No. 4.

			Full Value	Highest amount of insurance any time during year
7.	Fixtures (other than machinery)		$	$
8.	Furniture and equipment (not to include machinery)		$	$
10.	(a) Merchandise and stock in trade not manufactured by the corporation (other than raw material used in manufacture)	Highest value	$	$
		Lowest value	$	
		Average value	$	
	(b) Merchandise manufactured by the corporation and raw material (including raw material in process)	Highest value	$	$
		Lowest value	$	
		Average value	$	
	(c) Total cost of raw material purchased during year 1927		$	
	(d) Total cost of all other merchandise during year 1927		$	
11.	Ships, steamers, dredging machines and water craft of all kinds. State kinds and number		$	$
12.	Live stock (kinds and number)		$	
13.	Motor vehicles (how many?)			
	Make and type			
	Year manufactured			
	Date when purchased Cost, $		$ Value	
	If truck, give capacity			
14.	Other vehicles (kind and number)		$ Value	$
15.	Total gross sales, or amount of business transacted during the year 1927		$	
16.	Tools and machinery owned by the corporation actually employed by it in manufacturing			
	(a) Cost		$	
	(b) Date of purchase			
	(c) Valuation as now carried on books		$	$
	(d) Method of valuation			
17.	Tools and machinery not actually employed in manufacturing		$	$
18.	Other tangible personal property (not included in any item above classified). Give description of property.			
	(a) Owned by the corporation		$	$
	(b) Owned by others and held by the corporation		$	$

NOTE: If more than one, affix separate sheet, listing each vehicle separately

19. City, taxing district (e. g. new Baltimore City Annex), or county in which the tangible personal property returned in this schedule is located. If in more than one locality, specify kind and value in each place separately

_____

	Date	Amount
20. All inventories taken during 1927 (Not to include real estate.)		$
		$

(a) Specify classes of properties included in inventories

(b) What classes of properties are not included?

(c) On what basis are inventories taken, whether actual cost, selling value, etc.?

21. At what time during 1927 was the amount of merchandise highest?

22. At what time during 1927 was the amount of merchandise lowest?

23. Securities held by the corporation, being schedule of dividend-paying shares in foreign corporations, and of interest paying bonds and other evidences of debt issued by individuals, firms or domestic or foreign corporations or by any State or political sub-division of a State other than the State of Maryland and its political subdivisions (par or face value).

None

This is not to include mortgages on property in Maryland or commercial paper given in the course of business or on account of purchase of goods.

(Corporate Seal)

Date ..... 1928.

Signature of Officer of Corporation

STATE OF ~~MARYLAND~~ NEW YORK, NEW YORK City or County to wit:

Albert H. F. Marshall the Secretary of the
Name of Officer Designation of officer

A. H. GRIFFIN, INCORPORATED a corporation, being duly sworn, made oath that he has carefully read the instructions on this form and that the foregoing is a return of all the personal property of every kind and description within the State of Maryland required to be returned under this schedule, owned or held by the said corporation on January 1, 1928, and that the property has been valued at its full cash value without reference to a forced sale; and that the statements contained in this schedule are full, correct and true, without evasion or mental reservation whatsoever and that the list of stockholders filed on behalf of the corporation for use in connection with this report is a full and correct list of the stockholders and of the respective places where they reside, so far as is required by law.

Sworn and subscribed to before me this 15th day of February, 1928.

Notary Public

INSTRUCTIONS
(Read Carefully)

1. The information called for in this report is required by law, and refers to the 12 calendar months of 1927. If the company has not been engaged in business for the whole year, the report must cover the period during which the company was so engaged.

2. The fact that the company has not organized for business or has transacted no business does not relieve it from filing a report. In all cases a report must be filed and the company's status stated under oath.

3. Franchise Tax. If the company's entire authorized capital stock was not issued on January 1, 1928, then the number of shares issued and outstanding on said date must be stated on this form, which must be filed not later than March 15, 1928, otherwise, under the law, the franchise tax will be calculated on the entire authorized, and not on the issued shares of capital stock. Every block in question No. 7 must be answered.

4. All blank spaces calling for information must be filled out. If there is nothing to return as to any item the word "no" or "none" must be written in such blank spaces.

5. Explanatory remarks may be made by memoranda or letter, to be treated as a part of this report.

6. Real estate is not to be reported.

NOTE: No entries are to be made on this page by the officers of the corporation.

Aggregate capital stock on which franchise tax is calculated $.....

Franchise Tax ..... $.....

Penalty for failure to file report by March 15, 1948 ..... $.....

Assessed valuation of tangible personal property subject to { State and Local Tax $..... / State Tax only $.....

Assessment entered ....., 1948.

.....

.....

.....

Commissioners

DISTRIBUTION TO LOCALITIES.

	NO. OF SHARES	ASSESSMENT
BALTIMORE CITY		
BALTIMORE CITY NEW ANNEX		
COUNTY		
TOTAL		

INCORPORATED TOWNS

TOWN	NO. OF SHARES	ASSESSMENT

Assessment subject to State tax $..... Tax $.....

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

OFFICE OF
INTERNAL REVENUE AGENT IN CHARGE

Feb.15,1926.

Rm. 431 Custom House, N.Y.

In re: Albert L. Grey
1476 Broadway
New York, N.Y.

Date of report:
Jan.25,1926.

Sir:
Additional tax due $354.12 Years covered:
1924,1925 and 1926.

There is attached a statement of adjustments which this office proposes to recommend, affecting your income tax liability, and a form of waiver of your right to file a petition with the United States Board of Tax Appeals. If a deficiency is indicated and the adjustments suggested with respect thereto are satisfactory, and you desire that the recommendations be forwarded promptly to the Bureau at Washington for review and final determination, the waiver should be signed and forwarded to this office. Interest is payable on deficiencies found due as set forth on the attached form 882.

If you do not agree with the conclusions set forth in the inclosed statement it is desired that every opportunity be afforded you to present to this office any objections or additional information. You are accordingly granted thirty days from date of this letter within which you may, if you so desire, protest the proposed adjustments. The protest and any additional statement of facts must be submitted to this office, executed in triplicate under oath, and should contain the following information:

(a) The name and address of the taxpayer (in the case of an individual the residence, and in the case of a corporation the principal office or place of business); (b) in the case of a corporation the name of the State of incorporation; (c) the designation by date and symbol of the letter advising of the proposed deficiency with respect to which the protest is made; (d) the designation of the year or years involved and a statement of the amount of tax in dispute for each year; (e) an itemized schedule of the findings to which the taxpayer takes exception; (f) a summary statement of the grounds upon which the taxpayer relies in connection with each exception; (g) in case the taxpayer desires a hearing, a statement to that effect; and (h) in case the protest is prepared or filed by an attorney or agent it shall have thereon a statement signed by such attorney or agent showing whether or not he prepared it and whether or not the attorney or agent knows of his own knowledge that the facts therein are true.

If a protest is filed it will be given careful consideration in this office before the recommendations are forwarded to Washington for action. In the event that you do not protest within the thirty-day period, the case will be forwarded immediately thereafter to the Bureau at Washington for review.

In the event the recommendations are not approved upon review in Washington, you will be notified and given opportunity to discuss the changes with this office, or should you fail to protest to this office, *any protest which you may subsequently file with Washington will be referred to this office for consideration.*

If a deficiency is indicated no remittance should be made until you receive notice of assessment from the Collector of Internal Revenue for your district.

Please acknowledge receipt by return mail.

Respectfully,

R.T. MILES

Inclosures:

Internal Revenue Agent in Charge.

by R.D. Donoghue
Internal Revenue Agent.

Form 850
Revised Sept., 1927

MTT:RP

GOVERNMENT PRINTING OFFICE 2—13983

Albert L. Gray #4

Schedule 1

BLOCK ADJUSTMENTS — **YEAR 1924**

	Return	Additions to Income	Corrected
1. Salary	25,000.00		25,000.00
7. Dividends		3,000.00	3,000.00
10.	25,000.00	3,000.00	28,000.00
12. Taxes	206.13		206.13
15. Contrib.	400.00		400.00
17.	606.13		606.13
Total Income	24,391.87	3,000;00	27,391.87

Net Income $27,391.87

Schedule 1A

EXPLANATION OF ITEMS CHANGED

(7) Dividends

Return	None
Corrected	$3,000.00
Difference	$3,000.00

This difference represents dividends not reported (see Form 7839)

All other items of income and deductions examined and found correct as reported.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Albert L. Gray #8

Schedule 2

COMPUTATION OF TAX-1924 AND SUBSEQUENT YEARS INCOME TAX — **YEAR ENDED 1924**

Net income (from Schedule 1)		27,391.87
Income subject to surtax		27,391.87
Less: Dividends	3,000.00	
Personal exemption and credit for dependents	2,500.00	
		5,500.00
Balances subject to normal tax		21,891.87
Normal tax at 2% on $4,000.00	80.00	
Normal tax at 4% on $4,000.00	160.00	
Normal tax at 6% on $13,891.87	833.51	
Surtax on $27,391.87	691.35	
Total tax		1,764.86
Less: Credit of 25% for earned net income (from Schedule 3)	55.00	
		55.00
Total tax assess.....		1,709.86
Tax previously assessed		1,485.94
Additional tax to be assessed		$223.92

Schedule 3

COMPUTATION OF EARNED INCOME CREDIT-1924 AND SUBSEQUENT YEARS INCOME TAX — **YEAR ENDED 1924**

Earned net income		10,000.00
Less personal exemption and credit for dependents		2,500.00
Balance		7,500.00
Normal tax at 2 per cent on $4,000.00	80.00	
Normal tax at 4 per cent on $3,500.00	140.00	
Total tax		220.00
Credit of 25 per cent		55.00

4. Griffith Grey #3

Schedule 4

BLOCK ADJUSTMENTS — **YEAR 1925**

	Return	Additions to Income	Corrected
1. Salary	20,550.00		20,550.00
7. Dividends		1,950.00	1,950.00
10.	20,550.00	1,950.00	22,500.00
12. Taxes	320.20		320.20
15. Contrib.	255.00		255.00
17.	575.20		575.20
Total Income	19,974.80	1,950.00	21,924.80

Net Income $21,924.80

Schedule 4A

EXPLANATION OF ITEMS CHANGED

(7) Dividends

Return	None
Corrected	$1,950.00
Difference	$1,950.00

This difference represents dividends not reported.

All other items of income and deductions examined and found correct as reported.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A. Griffith Grey #4

Schedule 5

COMPUTATION OF TAX	INCOME TAX	YEAR ENDED 1925
Net income (from Schedule 4)		21,924.80
Income subject to surtax		21,924.80
Less: Dividends	1,950.00	
Personal exemption and credit for dependents	3,500.00	
		5,450.00
Balances subject to normal tax		16,474.80
Normal tax at 1½% on $4,000.00	60.00	
Normal tax at 3% on $4,000.00	120.00	
Normal tax at 5% on $8,474.80	423.74	
Surtax on $21,924.80	316.24	
Total tax		919.98
Less: Credit of 25% for earned net income (from Sched.6)	205.94	
		205.94
Total tax assessable		714.04
Tax previously assessed		617.05
Additional tax to be assessed		$96.99

Schedule 6

COMPUTATION OF EARNED INCOME CREDIT	INCOME TAX	YEAR ENDED 1925.
Earned net income		20,000.00
Less personal exemption and credit for dependents		3,500.00
Balance		16,500.00
Normal tax at 1½ per cent on $4,000.00	60.00	
Normal tax at 3 per cent on $4,000.00	120.00	
Normal tax at 5 per cent on $8,500.00	425.00	
Surtax on $20,000.00	220.00	
Total tax		825.00
Credit of 25 per cent		206.25

$603.74
220.00
47 823.74
$205.94

DUKE UNIVERSITY COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A. Griffith Grey #5

Schedule 7

BLOCK ADJUSTMENTS — YEAR 1926

		Return	Additions to Income	Corrected
1.	Salaries	22,300.00		22,300.00
7.	Dividends		600.00	600.00
10.		22,300.00	600.00	22,900.00
11.	Interest	110.35		110.35
12.	Taxes	217.07		217.07
15.	Contrib.	250.00		250.00
17.		577.42		577.42
	Total Income	21,722.58	600.00	22,322.58

Net Income $22,322.58

Schedule 7A

EXPLANATION OF ITEMS CHANGED

(7) Dividends

Return	None
Corrected	600.00
Difference	$600.00

This difference represents dividends not reported.

All other items of income and deductions examined and found correct as reported.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A. Griffith Grey 69

Schedule 8

COMPUTATION OF TAX	INCOME TAX	YEAR ENDED 1926
Net income (from Schedule 7)		22,322.58
Income subject to surtax		22,322.58
Less: Dividends	600.00	
Personal exemption and credit for dependents	3,500.00	
		4,100.00
Balances subject to normal tax		18,222.58
Normal tax at 1½% on $4,000.00	60.00	
Normal tax at 3% on $4,000.00	120.00	
Normal tax at 5% on $10,222.58	511.13	
Surtax on $22,322.58	339.35	
Total tax		1,030.48
Less: Credit of 25% for earned net income (from Sched. 9)	206.25	
		206.25
Total tax assessable		824.23
Tax previously assessed		791.02
Additional tax to be assessed		$ 33.21

Computation correct

Schedule 9

COMPUTATION OF EARNED INCOME CREDIT	INCOME TAX	YEAR ENDED 1926.
Earned net income		20,000.00
Less personal exemption and credit for dependents		3,500.00
Balance		16,500.00
Normal tax at 1½ per cent on $4,000.00	60.00	
Normal tax at 3 per cent on $4,000.00	120.00	
Normal tax at 5 per cent on $8,500.00	425.00	
Surtax on $20,000.00	220.00	
Total tax		825.00
Credit of 25 per cent		206.25

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

Dan Duffek
Income Tax

Theatre tickets bought in connection with business and selection of possible plays for future pictures	$600.00
Dinners and entertainment given for press representatives.	2000.00
Miscellaneous travelling expenses while on locations and preview showings.	1500.00
Entertainment of critics	1000.00
Expenses in connection with experimenting on and developing new ideas and inventions on camera, film and projection apparatus	2000.00
Personal advertising and expenses of various personal assistants	6900.00
	$ 15000.00

February 1[illegible], 1926.

Feature Productions, Inc.

Dr. to

D. W. Griffith, Inc.

Expenses, as per duplicate bills herewith attached $ 660.01

A/c Rec Feature Prod
660.13
Sent to Exp 20 68

Telegrams to Jan. 28, 1926 for the a/c Feature Prod., Inc.

12/10	- to Bobby North from R. A. Kluma, a/c	Battle of Texas	2.46
12/13	- Swan " " " " " "	Chester Morris	1.80
12/15	- " " " " " " "	Battle of Texas	1.71
12/14	- " " " " " " "	Chester Morris	1.54
1/18	- " R. A. Kluma from R. H. Griffith "	Drums of Love	1.06
1/18	- "G. H. Gibway " " "	" " "	5.87
1/19	" " Bobby North from R. A. Kluma a/c	" " "	1.29
1/25	" " " " " " " "	" " "	2.82
1/27	" " Mr. Rehemak from Mr. Griffith "	" " "	1.80
1/27	" Bobby North from R. A. Kluma		2.31
			$ 20.66

Date	Amount	Name	Amount
Jan 11	26876	Jack Sherman A/C Sup	170 76✓
Feb.		" Geo Gordon	25 -✓
		" Geo Matthews	25 -✓
		" [illegible]	25 -✓
		" W. Cochrane	10 -✓
		" Slayda	54 25✓
		"	5 25✓
		C. M. Conway	196 12✓
		A. A. Gordon	100 -✓
		N.E.R.	90✓
		"	44✓
		J. Sarafkone	125✓
		W. Cochrane	8✓
		A. Kirkwood	5✓
		W. Gagnon	21 25✓
		W. Kelley	9 -✓
		A. W. Moor	75 -✓
		Electrograph	34✓
		Slayda	10 25✓
		"	15 ✓
		C. M. Conway	41 08✓
		Jack Sherman	136✓
			860 12

Titles Go to B & N Co.

Bill Cut

3068

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

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PLEASE SEND US FIFTY COPIES OF JANUARY ARTS MAGAZINE IF YOU CANT GET THAT AS MANY AS YOU CAN ALSO SEND THREE CLIPPINGS OF ALL REVIEWS OF "LOVE ME AND THE WORLD IS MINE" IMMEDIATELY REGARDS=

WILLARD.

50 Copies Jan Arts Via express 2/18
3 copies all Reviews Love Me & the World is Mine Via 1st Class Mail 2/17

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. A. H. T. Barnhart

From D. W. Griffith, Inc.

Date Feb. 16, 1928.

Time

Reply to

We have reported to the Federal and State Tax Departments the payment of $11,400 to you as renumeration for the year 1927.

D. W. Griffith, Inc.

Please make all replies on back of this memorandum.

The Sun

PUBLISHED DAILY EXCEPT SUNDAY BY THE SUN PRINTING AND PUBLISHING ASSOCIATION, 170 BROADWAY, NEW YORK, N. Y. TELEPHONE, WORTH 1000

WILLIAM T. DEWART,
President and Treasurer.
S. H. TIMBERMAN, CHARLES T. DEWART,
Vice President. Secretary.
EDITOR: CHARLES H. GRAM.
Managing Editor, DAVID WEBB.
Business Manager, HENRY S. FLEMING.

Subscriptions by Mail, Postpaid.

	Year.	6 Months.	1 Month.
[illegible]	$10.00	$5.00	$0.85
Foreign [illegible]	16.00	8.00	1.50

All checks, money orders, &c., to be made payable to The Sun.
London office, Tribune Building, North-umberland Avenue.
Paris office, 12 Boulevard des Capucines, Grand Hotel de Calais.
Berlin office, 15 Unter den Linden.
Cairo office, 5 Rue La Boétie.
Rome office, 89 Piazza Mignanelli, Rome 6.
Paris at Boston:
Washington office, Munsey Building.
Chicago office, 1200 Tribune Building, 10 South La Salle Street.
San Francisco office, Crocker First National Bank Building.
Los Angeles office, Garfield Building, 111 West Sixth Street.
Boston office, 304 Boston Building.

THE SUN was founded September 3, 1833, and was published as a morning newspaper until October 1, 1916, when it was changed to the evening field. THE SUNDAY SUN, founded in 1842 as THE COMMERCIAL ADVERTISER, was merged with THE SUN June 4, 1923.

THURSDAY, FEBRUARY 16, 1928.

Why the Delay on Coal?

The Senate at Washington continues to pile inquiry upon inquiry, investigation upon investigation. Yesterday its Interstate Commerce Committee approved the Johnson resolution for an investigation of the bituminous coal situation in the so-called central competitive field. The same committee suggested to Senator REED of Pennsylvania that he embody his proposal for an investigation into freight rates on coal in a scheme for still another investigation.

Why does the Senate imagine it can throw dust in the public eye by demanding more coal inquiries at this time?

The Hammond Commission's report has been gathering dust for years in Congressional pigeonholes, although it contains voluminous information on the coal situation and suggests a comprehensive program for amelioration.

More than a year before the present strike was called in the bituminous regions THE SUN editorially called attention to the certainty with which events were moving toward this strike; nay, more, this newspaper by making use of information in the Hammond Commission report and other information to be gleaned by any person who read the news, was able to forecast the trend events have taken since the strike began. This same information was available to every member of Congress who cared to make use of it.

Why was that not done? Why did not Congress in advance of the strike prepare for the present emergency which inevitably had to come? What has the Senate done ab[illegible] President COOLIDGE'S recom[illegible] tion on the coal situati[illegible] annual message t[illegible] ing and less tha[illegible] proposes to t[illegible] tions which [illegible] and prob[illegible] than t[illegible]

muscles, certainly not calculated to exhaust the intellect. Its recognition by serious students looks well for learning. Dean HAWKES might well consider it as an elective course at Columbia.

Income Tax Reductions.

An accountant professing to specialize in income tax matters made an agreement to secure a reduction in the income taxes of Mr. and Mrs. CUNDILL for the years 1919 and 1920. The method he employed was comparatively simple.

In the year 1920 CUNDILL had sustained a loss of about $70,000. By making a partnership return for the fiscal year beginning June 1, 1919, part of the profits of 1919 were shifted to the 1920 tax period. Mr. and Mrs. CUNDILL saved $55,000 on their 1919 taxes. They would have had no taxes to pay in 1920 because of business losses, but in passing part of the 1919 profits into the next year's return their income became subject to a tax of $15,000.

The net saving by this operation was $39,000, but the accountant sued for 25 per cent. of the $55,000 by which the 1919 taxes were reduced. The Court of Appeals holds that the accountant is entitled to a percentage only of the $39,000. The disparity resulting from the shifting of $70,000 of 1919 income into the following year was due to the fact that CUNDILL'S original 1919 return showed a normal rate of 8 per cent. and a surtax of 56 per cent., while the amended return showed a lesser income taxable at lower rates. The court held that the accountant was to be paid for his net final result, the beneficial amount received by the client, and not merely the paper reduction for one year.

Spilling Power.

When a well-qualified engineer calls "super-power" and "giant power" fictions of politicians, when he goes on to say that it is manifestly uneconomical to deliver large blocks of electrical power over great distances, imagination receives a blow. For imagination, fed by the remarks of other engineers, had conjured up a vision of coal being burned at the mine mouth and power being shot over high-power tension lines to waiting industries. If it is wasteful and of no practical use to deliver electrical power at great distances from the point of its generation, then the fact that it can be delivered is of chief interest [illegible] scientists. This is the substanc[illegible] what FARLEY OSGOOD told the [illegible] bers of the American In[illegible] Electrical Engineers [illegible]

Th[illegible] era[illegible] th[illegible]

lamation, is authori[illegible] ment that it takes [illegible] and $10,000 to do the [illegible] to turn a farm in re[illegible] into a going concern.

Of those applying fo[illegible] 40 per cent. have [illegible] $2,500 each for worki[illegible] 10 per cent. have as [illegible] each. The Federal L[illegible] lend money on farm[illegible] they are actually prod[illegible] local banks charge pre[illegible] or interest for the mon[illegible] needs. Thus far the [illegible] diately concerned have [illegible] or unwilling to work out [illegible] tory plan for helping the[illegible]

The settler who takes [illegible] in his hand and goes up[illegible] with his pittance usually [illegible] his slender capital has [illegible] before he can hope for [illegible] returns from his farm. [illegible] instances he is not even [illegible] his water rent and virtu[illegible] ates the obligation to de[illegible]

Until some equitable [illegible] devised of financing th[illegible] of new irrigation proje[illegible] ernment should go slo[illegible] thorizing additional rec[illegible] President COOLIDGE po[illegible] his last annual mess[illegible] porary saturation poi[illegible] reached; overproducti[illegible] prices for land are th[illegible] told Congress bluntly [illegible] ment efforts to bring [illegible] der cultivation should [illegible]

No. 1 Park [illegible]

After four years t[illegible] the ownership of th[illegible] Park avenue has [illegible] to an end. The C[illegible] upholds the right [illegible] Aldermen to chang[illegible] ber as well as the [illegible] the court remarks [illegible] caused inconvenie[illegible] vexation to Mrs [illegible] a losing legal b[illegible] on her house [illegible] ner of Thirty-[illegible] avenue.

Judge CRA[illegible] that "these [illegible] should hav[illegible] Aldermen [illegible] This ma[illegible] Mrs. [illegible] sults [illegible] thi[illegible] thi[illegible] w[illegible]

Encyclopædia Britannica

FOUNDED in 1768

LONDON
IMPERIAL HOUSE
84-86 KINGSWAY STREET

NEW YORK
CANADIAN PACIFIC BLDG
342 MADISON AVENUE

Send to Mr. Jobs

August 18, 1928.

Publicity Manager,
D.W. Griffith Productions,
C/O United Artists Studios,
Hollywood, Calif.

My dear Sir:

We are very anxious to have for use in illustrating the new edition of the Encyclopaedia Britannica a still from Miss Lillian Gish's picture, "Broken Blossoms." The shot we desire shows Miss Gish making her mouth smile with her fingers while her father is beating her. Miss Gish who is writing an article on the moving pictures for our new edition has mentioned this particularly.

If it is necessary, we would appreciate your having a print made for us from a piece of this film's negative if that is possible. You see we are anxious to have this particular photograph since it illustrates a point in Miss Gish's article.

Hoping to hear from you at your earliest convenience,

Very truly yours,

Alice Haines

Alice Haines,
Research Department,
THE ENCYCLOPAEDIA BRITANNICA, INC.

AH:W

Telephoned them
Will send still
AHG

13662

COPY

UNITED ARTISTS (AUSTRALASIA) LTD.,
51 Castlereagh Street,
Sydney

February 17th,1926

Mr.Arthur W.Kelly,
General Manager,
Foreign Distribution,
United Artists Corporation,
729 Seventh Avenue,
NEW YORK CITY N.Y. U.S.A.

Dear Mr.Kelly:

Re: AUSTRALIAN CENSORSHIP:

Please be advised that the following cuts have been made in recent pictures submitted to the Censor:-

" THE GAUCHO "

Reel 3 - Reduce dancing scene of Fairbanks and Spanish girl to a few brief long shots.

Reels 7 & 8 - Eliminate views of method by which girl opens door to escape- pushing key on to carpet, drawing it under door etc.

Length of Cuts 85 ft.

"THE DEVIL DANCER"

Reel 2 - Reduce dancing scene,especially legs apart, and shimmying at end.

Reel 5 - Eliminate close-ups of Nautch girls' dance-swaying hips.

Reel 6 - Eliminate similar scenes to those in Reel 5, but showing bare waists.

Reel 7 - Eliminate title: "She is not for sale".
Reduce considerably embrace and struggle between man and girl, and eliminate title: "I would not sell you, Takla because I want you for myself."
Eliminate shot of three dancing girls- one smoking pipe.
Eliminate view of bare legs in dancing.

Length of Cuts 139 ft.

"THE DOVE."

Reel 1 - After scene of man giving leaves to beggar, eliminate shooting at door with accompanying sub-title.

Reel 2 - Eliminate scene of girl dancing on table, being carried away by man, girl at doorway and man pulling off her dress.

Eliminate view of man with girl in his arms, and view of girl pulling up dress as she leaves room.

Reel 3 - Reduce view of man pursuing girl.

Reel 5 - For sub-title "Now, boy, you watch me put this game on the blink" substitute "Now, boy, you watch me make this game hum!"

Reel 6 - In title "Worry not, my friend. My poor, dear cousin was one big bum. He should be shot long time ago" omit underlined words.

Reel 7 - For title "You want this Powell very much, but not more than I want - what I want!" substituting, " You love this Powell very much, but not more than I want your love."

For title "What you want Senor, you can have", substitute: "Very well, Senor, I'll try."

In addition to the above, the following advertising matter has been rejected:-

"THE GAUCHO"

One still showing close-up view of man and girl dancing, man with cigarette in his mouth-rejected. Similar scene to be deleted from insert card.

"THE DEVIL DANCER".

I one/sheet poster showing very scantily clad girl- Rejected.

1 Still and 1 -11 x 14 photograph showing girl in bed embracing man- Rejected.

1 3/sheet and 1/24 sheet posters- girl to be more fully clad and posters to be re-submitted.

(in connection with the above, the 3/sheet poster has again been rejected, but the 24/sheet has been passed now that we have got an artist to drape the figure.

" THE DOVE "

1 Still and 1- 11 x 14 photograph showing man kissing girl's arms- Rejected.

Yours very truly,
UNITED ARTISTS (A/asia) LTD.

(signed) R.R.Doyle

JONAS & NEUBURGER

TELEPHONE BEEKMAN 1900

RALPH JONAS
PHILIP LEVISON
LOUIS D. NEUBURGER
MURRAY C. JONAS
STANLEY D. NEUBURGER

MATTHEW BROOKS
LYLE EVANS WALKER
BENJAMIN H. KINLAW
LEONARD G. MILLER
RUSSELL W. MOTT
HERMAN S. BENJAMIN

119 BROADWAY
NEW YORK

February 18, 1933

Re: Manufacturers Trust Company v.
G & H Pictures Corp., et al

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

I have for acknowledgment your letter of the 17th inst. enclosing check for $250 to the order of Manufacturers Trust Company, which has been applied, without prejudice, to the credit of the above entitled action. It has now been several weeks since we took up with Mr. Klun the counterproposition, and we must insist upon getting some definite word during the coming week.

The acceptance of these $250 instalments and the cash payment made were, as you know, without prejudice, simply on account, pending some prompt disposition in regard to the various propositions discussed. Assuring you of our willingness to co-operate, but standing upon the proposition of $5,000 cash and $500 per week which I agreed to recommend, I am

Very truly yours,

Murray C. Jonas

For JONAS & NEUBURGER

MLJ:B

TELEGRAPHIC ADDRESS:
SPENCE, HARBIN

W. M. SPENCE
EXPORT-IMPORT.

MERCHANTS CODE

HARBIN 19th Feb. 1926.
10 Pokrovsky str. Flat 6

Mr. D.W. Griffith,
1476 Broadway,
New York City.

Dear Sir,

Your address had been kindly given to me by the Editorial Department of Motion Picture Publications, Inc. of your city, and being aware of the extremely high standard your productions have attained, the object of this letter is to ascertain whether you might feel disposed to extend your ramifications to China, Manchuria and Korea where exceptional opportunities are at the disposal of active agents.

I am in the Motion Picture business having splendid connections throughout this territory, and if you are not directly represented here and desire to enter this field, I should be glad to know if it would be possible to form a connection with you satisfactory to our mutual interests.

If you are inclined to consider my proposition, would you be kind enough to furnish me with full particulars regarding the productions you have to offer, prices, terms, conditions of rights for the territory I wish covered, catalogs, advance information concerning latest productions, in fact everything you consider I should be in possession of to enable me to form an intelligent opinion of the possibilities of my being able to release your films on this market.

There is a good demand here for films depicting Russian life or anything connected with Russia of a non-communiistic character. If you have any special offers to make me for such productions kindly communicate same at once. I am also anxious to have offers of Jewish films.

I shall naturally furnish you with references and particulars as to my integrity and reliability should the necessity arise, and trusting to be favored with a prompt reply for which I thank you in anticipation,

I remain,
Yours truly,

W. M. Spence.

February 20, 1920.

To Whom It May Concern:

Mr. Frank Gert was the musical director at the theatre where I presented "Drums of Love". I am pleased to say that I liked his work better than that of anyone who has ever been associated with me and I can further say that I consider him the best musical director that has ever waved a baton in a pit.

Very truly yours,

Form 1094

Charge to the account of D. W. Griffith, Inc. $

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NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WRD CBL LETTER	

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

NO. | CASH OR CHG

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 21, 1920.

Day Letter.

Miss Frances Neil,
460 Audubon Avenue,
New York City.

Our entire organization joins in sending deepest sympathy to you and your family in your great bereavement

D. W. Griffith, Inc.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To: Mr. Barnhart

From: G. H. Gosney.

Date: Feb. 25, 1926.

Time:

Reply to:

Dear Mr. Barnhart:

Enclosed herewith is jury notice for Mr. Griffith for March 4th. Will you please use every influence possible to have Mr. Griffith taken off the jury list. Many thanks.

Please make all replies on back of this memorandum.

SPECIAL BENEFIT PERFORMANCE
by the
Children's Saturday Morning Theatre
of
JOHN BENNETT'S "MASTER SKYLARK"
Dramatized by
EDGAR WHITE BURRILL
on Saturday Morning, March 31st at 10:30 at the the Booth Theatre, West 45th Street

For the benefit of the Children's Theatre Building fund and to endow seats for the use of children from New York Settlement Houses.

Executive Committee
Clara Tree Major, Director
Charles E. Maynard, Chairman
Augustus Pitou
Stuart Walker
Ernest Truex
Frank Craven
Arthur Hohl
James L. Lederer

Business office
410 Madison Avenue

February 23,1928.

Mr.D.W.Griffith
1476 Broadway
New York City

My dear Mr.Griffith:-

At the request of Miss Conway this letter is sent and we are pleased to give you the following details.

A benefit performance of "MASTER SKYLARK"will be given at the Booth Theatre by The Childrens Saturday Morning Theatre on Saturday morning March 31,1928.

The proceeds to be devoted to endow free seats for children from the following settlements,Henry Street;Beekman; Catholic Big Sisters;Jewish Board Of Guardians and Seaside Home For Cripple Children.

Your assistance for this worthy cause is asked,by having you purchase some of the patron tickets which are priced at $25.00 each.

On receipt of your check,we will immediately send your reservation.

Cordially yours,

Charles Maynard

Charles Maynard,Chairman.

Make checks payable to Children's Saturday Morning Theatre.
Telephone: Caledonia 3424

ARTHUR G. TOWNSEND
E. CROSBY KINDLEBERGER
[illegible]
HAMILTON BARKER

CHARLES A. WENDT

TOWNSEND & KINDLEBERGER
COUNSELLORS AT LAW
41 NASSAU STREET

NEW YORK

TELEPHONE BEEKMAN [illegible]
CABLE: TOWNSEND

297

February 23, 1926.

Albert H.T.Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr.Banzhaf:

The letter from the Attorney General's Office to-day informs us that the certiorari orders were signed on Saturday last, and that he served the papers for us on the State Tax Commission. This starts the twenty-day period running, within which they should make their return, and then it is up to us to print the record and start on the brief for the Appellate Division.

Will you, when you send the $500 fee for the opinion, send us $125. to put in our trust account, to pay for disbursements which include the preparation of the papers, trip to Albany, and printing expenses that are to come. I have a printer who makes a very reasonable rate but expects to be paid very promptly, and I would like to keep up my reputation in that regard with him. I would appreciate receiving check by Tuesday of next week.

I want to thank you for the chance to see the "Drums of Love". It had a great many marks of the Griffith genius, although personally I thought it was little too strenuous. Maybe, I am too much of a Puritan, but I hardly believe that so much frankness in such matters is wise for the general public. The acting was splendid and the direction wonderful. However, we all appreciated your courtesy in sending us these tickets.

Yours very sincerely,

E. Crosby Kindleberger

ECK:P

United Artists Corporation

1611 East 21st Street

Cleveland, Ohio

FEBRUARY 23rd, 1923.

Mr. G. M. Conway,
D.W. Griffith Incorporated,
1476 Broadway,
New York City, N.Y.

Dear Mr. Conway:

I am in receipt of your letter of the 21st, and am hereby furnishing you with the information that you desire regarding the Oriental Theatre, Cleveland, Ohio.

This is a new theatre, about two years old, with a seating capacity of 1426, and is located on East Ninth Street, which is off the downtown section.

The matinee business is pretty fair, but in the evening the street is deserted.

This house has played burlesque in the past but is now playing a sex picture called "Damaged Goods", one week to men and one week to women, and they draw a very poor element.

I, personally, do not think that this is the type of theatre that any of our pictures should play.

I trust that I have given you the information that you desire.

Yours very truly,
UNITED ARTISTS CORPORATION

Paul Kearney

SR/RW

Branch Sales Manager

Griffith's Film a Success

IF THERE are any doubts as to whether D. W. Griffith is still the D. W. of old prepare to throw them away with the old shoes and yesterday's paper. D. W. has made "Drums of Love" and it's the old Griffith plus. The gorgeous Griffith love romance, plus a marvelous cast, plus pictorial splendor that is breath-taking in sheer beauty. And does that spell box-office? It does.

The story is built on the tale of Paola and Francesca. It's built up to one of the most suspenseful and surprising climaxes that has ever graced a movie. The last few feet of the film are terrific in sheer thrill.

Mary Philbin in a blonde wig is exquisitely beautiful while Lionel Barrymore rises to heights in his stunning portrayal of a betrayed husband. Even Don Alvarado, whose performance in "Loves of Carmen" was so pathetic we felt sorry for him, comes through with a splendid characterization. For all of which, and for the colorful, lavish, beautiful mounting and photography, thank D. W. There is also a camera-like performance by Charles Hill Mailes as the monarch which excites commendation.

As the picture stands now it has a double tragedy at the end. Wife and lover are killed by the outraged husband. It hits you with the force of a stream from a fire hose. But it's the logical ending and only the dumbest movie morons will kick about it. Still, they put a happy ending on "Love," though how no one knows, and you can't tell what they'll do again. D. W.'s picture is a winner "as is," technically great, gorgeously beautiful, packed with the high-voltage love element that clicks with the balcony as well as the superb artistry that makes a hit in the loges.

Holly Herald Feb 24

February 24, 1928

Re: Manufacturers Trust Company
v. G A H Pictures, et al

Mr. Raymond A. Klun,
c/o D. W. Griffith Productions,
1041 North Formosa Avenue,
Los Angeles, Cal.

Dear Mr. Klun:

I have for acknowledgment your letter of the 20th inst. received by airmail to-day, enclosing Mr. Griffith's check to the order of Manufacturers Trust Co. dated the 17th inst. in the sum of $1,000. I have forwarded the said check to the Trust Company to be applied on account of the above entitled action, without prejudice. I am willing to recommend the acceptance of the proposition in settlement in so far as the cash payment is concerned, and also in so far as the instalments are concerned, if you will make some definite commitment as to when the $1,000 weekly payments are to commence. You state in your letter that you might be able to increase the $500 payments to $1,000 weekly payments "in perhaps four or five months' time".

If, therefore, you will submit the proposition upon this basis: $250 weekly for three months (up to about May 10, 1928), $500 weekly thereafter for two months, and $1,000 weekly thereafter until the total amount with interest and costs is paid, we will recommend the acceptance of such proposition to the Trust Company.

The defendant corporation and Mrs. Grey have not appeared in the action, and are therefore in default. The time of Mr. Griffith has been extended by stipulation with Mr. Banzhaf, and Mr. Grey has appeared by counsel. Shortly, the extended time to answer will expire. It is our thought to let the matter stand in such shape that we are in position to enter judgment against any or all of the defendants for the entire amount, with interest and costs, as claimed in the complaint, in case of default in any weekly payment, as per proposition finally agreed upon. Any amounts previously paid will be credited upon any execution that may be issued upon judgment if entered, in case of such default.

Please have the weekly payments sent directly to Manufacturers Trust Company, Adjustment Department, 150 Broadway, New York City, instead of having them come here. I shall await some further definite word from you by return of post, so that the necessary stipulation to cover the settlement as above outlined can be made and entered into with counsel for the defendants who have appeared in the action.

Very truly yours,

For JONAS A. NEUBURGER

NLJ:B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 24, 1922.

Mrs. Wm. R. Hearst,
147 Riverside Drive,
New York City.

Dear Madam,

Enclosed herewith you will find check in the amount of $160.00 for box at the Milk Fund Benefit, which Mr. Griffith is pleased to take.

Will you kindly send the tickets to the writer at our office, 1476 Broadway, New York City.

Very truly yours,

Secretary to Mr. Griffith.

JONAS & NEUBURGER

TELEPHONE BOSTON 1040

HELEN JONAS
PHILIP LEVISON
LOUIS A FOSHAY
HUBERT L LEVISON
STANLEY A NEUMAN

RAYMOND BROOKS
LYLE EVANS MARSH
BENJAMIN FINKEL
LEONARD W BIGGS
HOWELL H GUTO
HERMAN A BENJAMIN

110 BROADWAY
NEW YORK

February 24, 1926

Re: Manufacturers Trust Company
v. G & H Pictures, et al

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

We are to-day in receipt of letter from Mr. Klun dated the 20th inst. enclosing Mr. Griffith's check for $1,000, additional cash payment, which has been forwarded to the Trust Company to be applied on account of the above entitled action, without prejudice. We have written Mr. Klun, in accordance with copy letter which we enclose herewith for your information.

The only suggested modification of his latest proposition incorporated in said letter is the request for a definite time when the suggested $1,000 weekly payments are to commence. As soon as we hear further from Mr. Klun, we will get in touch with you to arrange the necessary covering stipulation.

Very truly yours,

JONAS & NEUBURGER

MLJ

MLJ:B
Encl.

February 28, 1928.

The Film Daily,
1650 Broadway,
New York, N. Y.

Gentlemen:

Will you kindly enter the following subscription on your books immediately:

Mr. Edw. L. Lindeman,
c/o United Artists Corporation,
15th Floor,
729 Seventh Ave.,
New York, N. Y.

Will you also kindly see that Mr. Lindeman is furnished with a copy of the 1928 Year Book.

Bill for the above subscription is to be sent to this office.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

LAW OFFICES OF
LOYD WRIGHT
SUITE 608-610 SURRIER BUILDING
LOS ANGELES, CAL.

LOYD WRIGHT
CHARLES E. WILSON
RUSSELL E. HUSSEY
CHARLES E. SHAW

February 25, 1926.

Mr. Albert G. Grey,
c/o D. W. Griffith,
1476 Broadway,
New York City, N. Y.

Dear Sir: RE: GRIFFITH vs. B. & H. CIRCUIT.

It will be necessary for us to take your deposition within the next two or three weeks, with respect to the above case. As you know, this case is a suit on the guarantee executed in favor of D. W. Griffith, Inc., to the extent of $75,000.00 for the furnishing of the film "America" to the Forum Theatre. The case will come up for trial, so far as the Superior Court action is concerned, within about two months time.

Inasmuch as you will probably not be present at the time of trial, we shall have to take your deposition in the East. Can you furnish us with the names of the attorneys before whom the deposition may be taken in the East, and also the name of a Notary Public who would take the testimony at the deposition?

We would appreciate an early reply to this letter, so that we may not be rushed in the taking of the deposition.

Yours very truly,

Loyd Wright

WPH/FB

February 27
1925

Mr. Edward Lindsman
D.W.Griffith, Inc.,
1476 Broadway
New York, N.Y.

Dear Ed:

In line with keeping you informed about what is going on in connection with the picture, Mr. Griffith suggested that I write to you regarding the new ending of the picture. It has been re-shot but not as yet entirely re-edited. This will take place very shortly, and by tomorrow night the picture will again be completed in its new form. As near as I can explain it the new ending is this:

Cathos enters the chamber in the final scene as it was and proceeds to taunt the lovers as he did. Then following the scene where Leonardo will not lie to him, he moves back to the side of the room in a broken and dejected manner and seems to waver. As he does this, the clown, unseen, enters the same door slowly which Cathos originally entered and secrets himself behind the casing of the inner door in such a manner that he can see all that is going on. This being done, Cathos sort of snaps out of it and goes over to the girl and grabs her, telling her she must die, etc. and going through practically the same action but with more speed than the original version, but not so affectionately. He does not kiss her at all in this ending. He comes to the point of killing her - that is, he raises his dagger and starts to bring it down to her, and let me tell you one feels that she is going to get it, and then suddenly changes his mind and his expression so as to suggest, "What is the use?" - and sort of turns again in dismay wondering what he is to do about it, when Bopi, the clown, steps up to him in back and pantomimes to him that he will be the laughing stock of the town and that he has been betrayed, and so on and so forth, and that he should go through with his bloody deed, exchiming, "Everybody will know."

At this point Barrymore turns to him and asks, "Who knows now?" Bopi pantomimes in a very gloating manner, "I know.

I know. That's enough." Barrymore glares at him and with one sweep grabs him by the neck in a death-like grip (all this time the brother is on the set apparently not realizing what is going on or he might be just dazed). While Barrymore is choking Bepi, he, Bepi, reaches in his waist for his dagger and after some little time succeeds in bringing it out. Barrymore stops him and we see the expression on Barrymore's face change so that it suggests to us that he sees a way out, this way out being self-sacrifice. He releases the clown's hand with the dagger and we see the clown's hand go back so as to strike, from which we go to Barrymore's face, and the expression tells us he is being stabbed(this is damn good, too.)

At this point Leonardo arises and runs to help his brother who just at that moment gave the final twist to the clown's jugular vein, thereby finishing him as he sinks to the floor. The girl rushes to Barrymore, who has slid to the floor, with Leonardo's gentle and loving assistance.

The closing scene is one that very nearly tops the closing scene in the original version, only in that sweet movie way they seem to love. Leonardo begs his brother's forgiveness, which is granted, and they love and kiss one another - you know, brotherly love and plenty of it. And then there is just one flash of the girl showing her asking and getting her forgiveness, but the principal theme of this scene is the love between the brothers.

From this we fade to the praydue in the same room with Leonardo and the girl side by side evidently praying, asking forgiveness. Two candles are lit and the cross is in the center. We just get the shadow of the cross. It is a most beautiful and impressive scene,and I dare say will do as much damage to linen handkerchiefs, but in a different way, as the other closing.

This is probably a very limp explanation of the new ending, but I think maybe you will get the idea. It is very excellently done and will probably be more appreciated than the other. Mr. Griffith would like to know what your reaction to this is, and also whether you think it will help the exhibitor any, or be better for more money.

With best wishes, I am

Yours very truly,

RAK:LY

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

NEW YORK, N. Y.

OFFICE OF THE COLLECTOR
SECOND DISTRICT OF NEW YORK
INTERNAL REVENUE

IN REPLYING REFER TO
RSF:001-G

February 27, 1923.

Griffith Studio,
1470 Broadway,
New York, N. Y.

Sirs:

It is respectfully requested that you examine your personnel files to the end that the last known address of Charles H. Ruh, an individual in you employ during the year 1922, be ascertained and furnished this office.

To facilitate your early response an official envelope which requires no postage is herewith enclosed.

Respectfully,

FRANK K. BOWERS

Collector.

BY: JJC.

SH:DTC

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LIABILITY
EMPLOYERS ELEVATOR
CONTRACTORS AUTOMOBILE
PUBLIC TRANS
LANDLORD GENERAL
STEAM BOILERS
WORKMENS COMPENSATION

IN 85

February 28, 1928.

D.W. Griffith, Inc.,
1476 Broadway,
New York City.

Attention of Miss Conway, Secretary.

Gentlemen:

Agreeable to telephone instructions, we are not renewing the insurance as expiring on 1923 Hispano Suiza #300387 as I understand Mr. Griffith is taking care of all of his insurance in connection with this car at the Coast.

You are to advise us in connection with the insurance on the Voisin #1541 which expires March third. If we do not hear from you by that date, we shall assume it will be in order to renew the same for Fire and Theft Insurance in the amount of $2200 as allotted by the Company.

Very truly yours,

JOHN A. ECKERT & CO.

BY: H W Beekman

HWB:MG.

NEW SLANT ON FAMOUS DIRECTOR GIVEN BY EDWARD L. LINDEMAN

Recently Appointed Special Representative of United Artists Gives Inside Stuff Regarding Great Producer.

By PETER MAHER

"Go up and get a good story from Edward L. Lindeman," the editor instructed me. "He is one of the most popular personalities in the business end of the motion picture industry and D. W. Griffith has just appointed him to act as his special representative with the United Artists Corporation."

After considerable waiting while Mr. Lindeman was engaged in several conferences, the writer was ushered into his office and immediately it became apparent why he is so well liked. Born in New Albany, Indiana, some forty-three years ago, Mr. Lindeman—Eddie his many intimate associates call him—gives one the impression that while he is perfectly at ease in a luxurious suite at the Roosevelt or the Ritz, he would be just as much at home back in New Albany. He's regular.

But interviewing him was no easy matter. He talked incessantly and entertainingly but very little about himself. All he would speak about was D. W. Griffith, whose latest picture is "Drums of Love." "Mr. Griffith launched me as a sales representative for the Philadelphia engagement of his picture, 'Hearts of the World,' back in 1919." "Will you please tell me," the writer inquired, "what Mr. Griffith is really like?" "He's the salt of the earth," was the prompt reply. "An inspired director, an artist and a great human being."

EDWARD L. LINDEMAN

Mr. Lindeman related several reminiscences of the famous director of "The Birth of a Nation" and other unforgettable pictures. "When he is making a picture, he is just like a mother with a child. He nurses it and pets it. He thinks of nothing else. He will work eighteen hours a day for months. That really is no exaggeration. He is tireless in his efforts to create the picture-child his genius has visualized. And then after the film has been produced, he will work with the same infinite patience and interest in successfully launching his creation upon a satisfactory theatrical life."

One of Mr. Lindeman's illuminating narratives on the master director concerned the presentation of "America" at the 44th Street Theatre several years ago. At the time Mr. Lindeman was in charge of the New York management of the film.

"The night before 'America' was scheduled to have its premiere," he disclosed. "Mr. Griffith had arranged for a preview—a sample showing—in Rutherford, New Jersey. All day long—from 8:00 o'clock until 6:30 that evening, Mr. Griffith had been working on the picture at the theatre, altering it, cutting it, editing it, changing titles and then he went over to Rutherford. To illustrate his meticulous attention to details, he brought over an orchestra of thirty-five pieces, musicians, stage hands, electricians and others. After the showing he brought them back to the 44th Street Theatre and under his inspiring influence, they worked until eight o'clock the next morning making certain changes in thefilm, the orchestration and the lighting effects which had suggested themselves to Mr. Griffith during the preview. Then he dismissed them all, but ordered them back at the theatre at one o'clock. Then they worked until 7:30 o'clock that night—just an hour before the film was to be presented for the first time to an expectant brilliant New York first night audience. But Mr. Griffith's pains were not in vain—'America' scored a great triumph."

Mr. Lindeman told how each day he would observe Griffith enter the theatre at about the time the picture would commence. Later, he said, Mr. Griffith was not to be found. For some days he sent ushers into cloak rooms, all over the theatre to locate the director. In vain, however. The thing developed something of a mystery. Finally, while going up to the projection booth at the top of the gallery, Mr. Lindeman found the eminent director. He was seated in the last row of the gallery.

"So after that," concluded Mr. Lindeman, "I always knew where to find Mr. Griffith. I really believe that Mr. Griffith wouldn't enjoy seeing his own picture if the theatre didn't have a gallery." After countless other anecdotes all tending to show the interesting or sterling qualities of the immortal megaphonist, Mr. Lindeman was induced to disclose something of his own past. Between his association with Mr. Griffith, he has been with the United Artists Corporation as special representative. He also was identified with the Harold Lloyd organization as assistant to the General Sales Manager.

"And now," he said, "I am very happy to renew my pleasant association with Mr. Griffith and the United Artists."

219

February 20th 1920.

Messrs. Townsend & Kindleberger,
31 Nassau Street,
New York City. Attention Mr. Kindleberger.

Dear Mr. Kindleberger:

Thank you for your letter of February 23rd relative to the status of the Certiorari proceeding, also your comments on "DRUMS OF LOVE", which comments I am afraid are too true although this strong meat is so tastefully served in "Drums of Love" that the general motion picture-going public should find no fault. Remember that the regular picture "fans" seem to have lost, if they ever had any, puritanical training. For my part I would much rather have had Mr. Griffith build up the love theme between the brothers and the sex love purely an incident to magnify the former. However my preachments and advice in such matters are not gracefully received.

I am sending you herewith check for $125. on account of disbursements and trust that you will exercise further patience regarding the $500.

Thanking you for your courteous co-operation in this matter, I remain

Very truly yours,

AHTB:GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 28, 1928.

Treasury Dept.,
Room 601-C,
Customs House Bldg.,
New York City.

Re: RAF:601-C

Gentlemen:

Referring to your letter of February 27th, regarding one Charles H. Ruh, we would appreciate your advising us what position said person occupied with us. Our files for the year 1922 are quite complicated due to the fact that we were producing pictures at our studio in Mamaroneck, N. Y. and employed a great number of people. Upon receipt of whatever information you are able to give us we will immediately endeavor to furnish you with the address, if same is in our possession.

Very truly yours,

D. W. Griffith, Inc.

CC/S

February 29, 1936.

Mr. G. J. Lloyd,
D. W. Griffith Company,
United Artists Studio,
Hollywood, Calif.

Dear Jack,

We understand here with Mr. Griffith is reducing the length of "Drums of Love" and also making a rather drastic change in the end of the picture. It is the usual thing, when a picture has been shown in a legitimate theatre here, such as "Drums of Love" is being shown at the Liberty, for the picture critics to pass the picture up lightly when it opens an engagement in a picture theatre, such as the Rivoli or a house of that type. My point in writing you is this. Does Mr. Griffith want whatever changes he is making passed over lightly or does he want the United Artists press department to make capital out of the changes that are being made, as Mr. Shapiro feels that it will be possible for him to get us a lot of publicity on these changes, especially if Mr. Griffith cares to give any reason for making them.

Upon receipt of this letter, or as soon thereafter as you find out, will you please let me know the exact final changes that are being made so that I can use this information for the benefit of sales to the men in the field.

Please advise me regarding Mr. Griffith's thought about the publicity by airmail so that I can, in turn, take it up with Mr. Shapiro and he can get it in shape to send out.

With kindest personal regards,

Sincerely yours,

BLL/CC

February 29th 1928.

Dr. A. Schattner,

Sniatyn, Poland.

Dear Doctor Schattner:

I am in receipt of your letter of February 9th with relation to the contract regarding distribution of "ISN'T LIFE WONDERFUL" in Germany.

It is noted that you state you entered into a contract with the Phoebus Film Company to release this picture. Of course you realize this is the first intimation that the Griffith Corporation has had that you negotiated such an agreement and your attention is called to Article "TWELFTH" of the Griffith agreement with you, specifically providing for approval by the Griffith Corporation of any agreement prior to its execution by you and relating to the distribution of this picture. You will therefore realize that your action in so contracting was not in accordance with the express terms of the agreement referred to and is a violation and breach thereof.

You stated that if the Griffith Corporation is willing to reimburse you for your expenses you will turn over the prints to our representative in Europe. Please be advised that the Griffith Corporation is in no way responsible to you for any disbursements or expenses incurred by you in connection with the aforesaid contract and that the return of the prints heretofore delivered to you can in no way be conditioned upon your first receiving reimbursement of the expenses.

You will also realize that you have failed to comply with Article NINTH calling for the immediate release of the picture in the territory specified in the contract and you have also failed to obtain the necessary kondigent in accordance with said Article. Of course up to this time the Griffith Corporation has been indulgent in respect to this matter but it has not waived any of its rights by reason of your failure to obtain financial results and distribution of the picture.

Without prejudice to any of the rights of the Griffith Corporation the said Company is willing to grant you an extension of time under all the terms and conditions of the agreement of March 9th 1927 in order to give you further opportunity to distribute the picture on condition, however, that either the said picture will actually be distributed on or before September 1st-1928 or that if not

as distributed by that date at the latest all your rights under the contract will then automatically cease and determine without further notice and you will ship or deliver the prints or advertising matter in your possession as you may be directed.

We do not desire to act arbitrarily in this matter and ~~xx~~ therefore have granted you the extension as above mentioned but we must insist that you comply with all the terms of the agreement as that is why the agreement was drawn and signed by both parties and we trust you will be able to obtain distribution of the picture within the extended period.

If the extension above mentioned is acceptable to you please confirm the same by return mail. However, let me assure you that any disbursements you ~~have made~~ or time you ~~have~~ spent is and remains solely your part of the transaction and can in no way effect the position or rights of the Griffith Corporation.

Very truly yours,

R:GDM

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THE Film DAILY

Vol. XLIII No. 49 Tuesday, Feb. 28, 1928 Price 5 Cents

JOHN W. ALICOATE : : : PUBLISHER

Published daily except Saturday and holidays at 1476 Broadway, New York, N. Y., and copyright (1928) by Wid's Films and Film Folk, Inc. (John W. Alicoate, President and Publisher; Maurice H. Kann, Vice President and Editor; Chester M. Morrison, Treasurer; Hennessy and Advertising Manager; Ralph Wilk, Traveling Representative). Entered as second-class matter May 21, 1918, at the post-office at New York, N. Y., under the act of March 3, 1879. Terms (Postage free) United States outside of Greater New York, $10.00 one year; 6 months, $6.00; 3 months, $3.00. Foreign, $12.00. Subscribers should remit with order. Address all communications to THE FILM DAILY, 1476 Broadway, New York, N. Y. Phone Circle 4712 (7 lines). Cable address: Filmday, New York. Hollywood, California—Harold Tinnerman, Ambassador Hotel. Phone Drexel 7201 and Washington 9794. London—Ernest W. Fredman, The Film Renter, 34, Great Marlborough St., London, W. 1. Berlin—Lichtbildbuehne, Friedrichstrasse, 211.

Financial

		High	Low	Close	Sales
(s)	Am. Seat.	39	39	39	100
*	do vtc.	....	....	73¼	....
(c-b)	do 6s 36	102¾	102¾	102¾	16,000
*	Bal. & Katz	....	....	63	....
(s)	Con. Fm. Ind.	18¾	18¾	18¾	100
(c)	do pfd.	22⅜	22⅜	22⅜	100
(s)	East. Kodak	166	165¾	165¾	300
*(c)	do pfd.	....	....	129⅜	....
*(c)	Film Insp.	....	....	4	....
*(s)	First Nat. pfd.	....	....	106	....
(s)	Fox Fm. "A"	83½	80½	81¼	11,700
(s)	do rts.	2	1⅜	1⅜	7,000
(c)	Fox Thea. "A"	21¾	20⅜	21	8,700
*(c)	Intern. Proj.	....	....	8	....
(b)	Keiths 6s 46	100	99¾	99¾	7,000
(s)	Loew's, Inc.	59⅜	58½	59⅜	2,300
*(c)	do deb. rts.	....	....	11½	....
(b)	do 6s 41ww	106¾	106¾	106¾	2,000
(b)	do 6s41x-war	100½	100½	100½	1,000
*(s)	M-G-M pfd.	....	....	26¼	....
(s)	M. P. Cap.	7	7	7	100
*(s)	Orph. Cir. pfd.	....	....	99½	....
(s)	Para. F-L	116	114½	114¾	8,200
(s)	do pfd.	....	....	121¾	....
(c-b)	do 6s 47	99	98⅝	99	10,000
(b)	Par. By.5½s51	102⅜	102¼	102¼	10,000
(s)	Pathe	3	3	3	700
(s)	do "A"	13¾	13	13¾	2,100
(b)	do 7s 37	67½	63⅜	67	41,000
(o)	Roxy "A"	25	26	....	....
(o)	do units	27	29	....	....
(o)	do com.	6	7	....	....
(o)	Skouras Bros.	38	40	....	....
	Stanley Co.	50	49⅜	49⅜	....
(o)	Technicolor	1½	3	....	....
(c)	Trans-Lux	....	....	3⅞	....
(o)	United Art.	13	15	....	....
(o)	do pfd.	80	85	....	....
(o)	Univ. Ch. com.	2	....	....	....
(o)	do pfd.	80	85	....	....
*(c)	Univ. Pict.	....	....	23	....
(s)	do pfd.	100	99⅞	100	100
(c)	Warner Bros.	17	16¾	16¾	800
(s)	do "A"	26½	25¾	26	800
(c-b)	do 6½s28	105½	104	105½	21,000

* Last Prices Quoted.
(b) Bond Market.
(c) Curb Market.
(o) Over the Counter Transactions (Bid and Asked).
(s) Stock Exchange.
NOTE: Balaban & Katz is listed on the Chicago Board, Skouras Bros. on the St. Louis Stock Exchange and Stanley in Philadelphia.

Lewis Rejoins Warners

Warren Lewis who was formerly connected with the advertising force of Warner Bros. has rejoined the department under the supervision of A. P. Waxman, director of advertising and publicity. During recent months Lewis has been connected with the roadshow branch of Universal.

Lindeman, Griffith's Personal Representative

Edward L. Lindeman has been appointed by D. W. Griffith to act as his personal representative and contact man with United Artists. He will pass on all contracts for Griffith pictures, and will tour exchanges to maintain contact between the producer and the sales force. Lindeman for several years was associated with United Artists as special representative and was connected with the Harold Lloyd Corp. in a similar capacity.

Paramount Managers Shifted

Harry H. Goldstein, branch manager of the Paramount Albany exchange, has been transferred to Pittsburgh. He replaces J. E. Fontaine who goes to Cleveland on March 3, replacing H. W. Dodge, resigned. Kenneth Robinson will take over Goldstein's duties at Albany.

Aschman with Timely Films

Minneapolis — W. A. Aschman, former Pathe manager in Chicago and Milwaukee, has been appointed special representative of Timely Films in the Middle West, under supervision of Tom North.

Half Million Grosses on B'way for 2 Films Seen

Gross of $500,000 by two company pictures in first runs in New York is being forecast by United Artists. "The Circus" in a month at the Mark Strand grossed $243,159. In three weeks, "Sadie Thompson" has grossed $125,802 and next week enters its second month. Both pictures have broken all records at the respective theaters.

Reissuing "The Hunchback"

With new prints, posters, press and advertising material provided, Universal will reissue "The Hunchback of Notre Dame" on May 27.

Meyer, New Paramount Purchasing Director

Frank Meyer, for years assistant secretary of Paramount in charge of the Long Island laboratory, has taken over the purchasing and supply departments of Paramount and Publix, succeeding George M. Spidell, who has resigned to become eastern sales manager of the E. F. Houserman Steel Partition Co.

And That's That

By PHIL M. DALY

TRUST Howard Dietz to pull a fast one every now and then. His latest nifty is the personal appearance motor tour of Leo, the M-G-M lion, dazzle beast who refused to even get uffed when the plane in which he was making a cross-country flight, was wrecked.

Mr. and Mrs. Walt Disney are in New York on the first trip in years. Confirmed Californians. Had no sooner stepped on the Eastbound train when homesickness almost made them turn back. That's what the climate "out thar" does.

What a kick Louis K. Sidney will get out of "the Latest from Paris," Norma Shearer vehicle, for the veteran Loew executive is a brother of George Sidney who has a prominent role in the picture.

His many friends in New York will regret to see Lou Young leave for the Coast to take up production work, but they're with him in his new venture, confident of his success. Lou is a veteran publicist of high standing, backing up a long experience with good, sound judgment and ability.

D. W. Griffith made a good selection of personal representative in Eddie (Mule) Lindeman. The veteran contact man is widely known and with his ability and experience, should prove a real asset to Griffith.

Is "Wings" a woman's picture? Very much so asserts Johnny Manning of the Criterion, New York, pointing to the large number who remain seated after the show's over to renew rouge and powder washed away by tears in the punch scene.

Warners Return Today; To Produce Abroad

H. M. and Jack L. Warner arrive in New York today on the Leviathan after a two months' trip to Europe. A group of the 1928-29 program will be produced abroad. The portion of the work done in Great Britain will be under the supervision of Arthur Clavering, Managing Director of Warner Bros. English company.

All Distributors to Adopt New Contract

(Continued from Page 1)

contract, so its adoption is not an association affair, despite which unanimous acceptance of the new form of agreement is forecast.

The Disney's Here

Walt Disney, producer of the Oswald cartoons, is on a vacation trip to New York from Hollywood. Accompanied by his wife.

Fred Baer Moves Office

Fred Baer has removed his publicity offices to 366 Madison Ave., where he now operates as Fred Baer and Associates. His partners are Burr Price and Henry F. Woods.

Sheehan and Grainger Busy on Fox Product

(Continued from Page 1)

ness and vacation trip in the South, including a visit to Havana. Grainger leaves for Los Angeles in about a week to confer with Sheehan on the schedule. He will be gone about three weeks.

AMALGAMATED VAUDEVILLE AGENCY
Attractions for Picture Theatres
Standard Vaudeville Acts
1600 Broadway, New York City
Phone Penn. 3580

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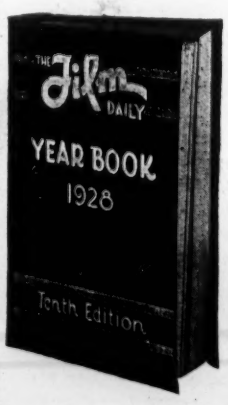

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CHATHAM PHENIX NATIONAL BANK AND TRUST CO.

149 Broadway

Date MAR 1 - 1926

BROADWAY TEMPLE BUILDING CORPORATION
BOND SUBSCRIPTION STATEMENT

116A

Name Mr. D. M. Griffith,
c/o Mr. A. H. Benshoff,
Street 140 E. 40 St.,
City New York, N.Y.

AMOUNT OF SUBSCRIPTION	AMOUNT PAID TO DATE	AMOUNT NOW DUE	TOTAL UNPAID BALANCE
$ 10,000	$ 0	$ 10,000	$ 10,000

Make all checks payable to - - and send to - - Chatham Phenix National Bank and Trust Co., 149 Broadway, New York. Enclose your receipt card with remittance. In case of first payment - you will get the receipt card by mail after payment is made.

Enclose this statement.

The above is a statement of your Broadway Temple subscription account as shown by our records. A prompt and regular payment of the installments as they come due will lessen considerably the burden on you, and at the same time be greatly appreciated.

If any incorrectness in the above statement is discovered, please notify us at once, addressing all correspondence to - - - The Office of the Secretary, 65 North Moore Street, New York City.

Yours very truly,

BROADWAY TEMPLE BUILDING CORPORATION

P. S. If you have made this payment during the last few days, kindly ignore this statement as a few days elapse before we get notification from bank.

JONAS & NEUBURGER

TELEPHONE BEEKMAN 7020

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PHILIP LEVISON
LOUIS D. NEUBURGER
THOMAS L. JACOBS
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RAYMOND NEUBURGER
LYLE STONE MEYER
BENJAMIN FINCKE
LEONARD W. MISCH
RUSSELL W. MOYE
HERMAN E. BENJAMIN

119 BROADWAY
NEW YORK

174

March 1st, 1933.

Re: Manufacturers Trust Co. v. G. & H. Pictures, et al.

Mr. Albert H.T. Banzhaf,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:-

I have for acknowledgment your letter of the 28th ult. suggesting extension of your time to answer until arrangements have been made with Mr. Klun along the lines of our letter of the 24th ult., copy of which we sent you. I really see no occasion for such further extension of time, but you may rest assured that I shall not attempt to enter any judgment by default until I have advised you that I cannot get together with Mr. Klun.

Of course, if Mr. Klun accepts the proposition as outlined in the letter referred to, we will enter into a formal stipulation in the action so as to protect your client against the entry of any judgment excepting in case of default in any of the payments therein set forth.

Very truly yours,

Thomas L. Jacobs

For JONAS & NEUBURGER.

MLJ:ML.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

CARL E. MILLIKEN
SECRETARY

J. HOMER PLATTEN
TREASURER AND
ASST SECRETARY

OFFICE OF TREASURER
AND
ASSISTANT SECRETARY

March first
1 9 2 6

SPECIAL DELIVERY

Dear Mr. Griffith:

Annual Meeting of Members,
March 26, 1926 - 2 P.M.

Herewith notice and proxy. Will you kindly let me know at your early convenience whether you will be present at the meeting?

Even though your intention may be to attend meeting of the members, kindly execute the enclosed proxy so that in the event that unforeseen circumstances subsequently prevent your personal attendance, we may have your proxy available. If it is unlikely that you will attend this meeting, it will be necessary that you execute the enclosed copy and return to the writer.

Kindly note that whoever you designate as your proxy must be present in person, in accordance with the requirements of the By-Laws of the Association.

For your convenience, it may be noted that you may designate Mr. Hays as your proxy, if that will simplify matters for you.

With kindest regards, I am

Respectfully yours,

Assistant Secretary.

D.W. Griffith, Esq.,
D.W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

PHONE
CHICKERING 4400

CABLE ADDRESS
"WARNWAR"

WARNER BROS
PICTURES, INC.
321 WEST 44TH STREET
NEW YORK

EASTERN STUDIOS
BROOKLYN, N.Y.
WEST COAST STUDIOS
LOS ANGELES, CAL.

EXECUTIVE OFFICES
VITAGRAPH INC.

March 8, 1926.

Mr. Ed Lindeman,
Personal Representative -
D. W. Griffith,
UNITED ARTISTS,
729 - 7th Ave., N.Y.C.

Dear Ed:

Congratulations to you on your recent appointment and my compliments to Mr. Griffith on his selection.

Good luck.

Sincerely,

Wax

A. P. Waxman,
:K Director: Publicity and Advertising.

JONAS & NEUBURGER

TELEPHONE RECTOR 7840

179

HELEN JONAS
PHILIP LEVISON
LOUIS A. NEUBURGER
MURRAY L. JACOBS
STANLEY A. GERSON

NATHAN BURGER
LYLE STONE VANCE
BENJAMIN SIDNEY
LEONARD W. MISCH
RUSSELL H. BOYD
HERMAN C. BENJAMIN

139 BROADWAY

NEW YORK

March 3, 1938

Re: Manufacturers Trust Company
v. G. & H Pictures Corp., et al.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banzhaf:

I have for acknowledgment your letter of the 2nd inst. enclosing your check for $250 to the order of Manufacturers Trust Company. With even post, we have forwarded same to the Trust Company, with instructions to apply it on account of the above entitled action, without prejudice to its rights, in the event the pending proposition of settlement is not accepted.

Will you kindly have in mind the request contained in my letter to Mr. Klun, to the effect that any weekly instalments should be sent directly to Manufacturers Trust Company, Adjustment Department, 139 Broadway, this city, instead of to this office.

Very truly yours,

Murray L. Jacobs

For JONAS & NEUBURGER

MLJ:B

Form 60-000-1-49

INTER OFFICE RUSHGRAM

To MR. LINDEMAN

From MR. HILL **Date** March 3rd, 1938.

RICHMOND VIRGINIA

ISLE OF BIJOU THEATRE.

Referring to the contract for DRUMS OF LOVE for the Isle or Bijou Theatre, Richmond, Va., 2nd run, $100., please be advised that this contract provides that the picture be exhibited in one or the other, but not both of the houses named. Heretofore, our pictures have been sold 2nd run in Richmond with permission stated in the contract to play the pictures in three or four theatres at a price of $150.

M.A.Hill

MAH:RP

March 3, 1926.

Master Sergeant H. C. Daugherty,
c/o Sergeant Major, 16th Infantry,
Fort Hamilton,
Brooklyn, N. Y.

Dear Sir,

If it is convenient, will you kindly call at our office regarding the material left with the writer.

Very truly yours,

D. W. Griffith, Inc.

Form 66-086-1-48

INTER OFFICE RUSHGRAM

To MR. LINGEMAN

From MR. HILL **Date** March 3, 1933.

RAY NEW YORK

PALACE THEATRE

Referring to your approval of the offer of $75. for **DRUMS OF LOVE** for the Palace Theatre, Troy, please be advised that the following is a statement which I made to you at the time I submitted to you this proposition:

Previously we have sold our pictures to the Griswold Theatre, which has been operated by Keith and Albee through Proctor, but the policy of that house is double feature with three acts of vaudeville at 10¢ and 15¢ in the afternoon and 15¢ and 25¢ at night with the result that we cannot sell runs in Troy subsequent to the Griswold, and the managers of theatres in the neighboring cities decline to buy our pictures if they are shown in the manner indicated in the Griswold Theatre, Tory. Therefore, it is the consensus of opinion of the producers' representatives and officials of this company that it is more profitable to accept a little less money from the Palace Theatre, have the pictures play on a one-feature bill and get the subsequent runs in Troy as well as the business in the neighboring towns. Eight runs are affected in this situation.

M. A. Hill

MAH:RP

Form 1009-6

WESTERN UNION

Class of Service
This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

SYMBOLS
DLT Day Letter
NLT Night Letter
NL Night Letter
Def Deferred
Cable Cable Letter
WLT Week End Letter

NEWCOMB CARLTON, PRESIDENT — A. N. WILLSTER, FIRST VICE-PRESIDENT

The time used in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Main Office, 608-610 South Spring St., Los Angeles, Calif.

NB652 75 NL=NEWYORK NY 5

FEB MAR 5 PM 3 57

RAYMOND KLOME=

UNITED ARTISTS STUDIO=HOLLYWOOD CALIF=

OPINIONS ON CHANGED ENDING ARE MESSRS LICHTMAN BUCKLEY BELIEVE CHANGE IMPROVEMENT STOP STREAMER NEWYORK EXCHANGE MANAGER THINKS IT GREAT IMPROVEMENT STOP WILLIAM BRANDT CHAIRMAN THEATRE OWNERS CHAMBER COMMERCE AND BIG BROOKLYN EXHIBITOR ASKS ME TELL MR GRIFFITH WHILE ORIGINAL VERSION WAS VERY ARTISTIC HE THINKS CHANGE WILL BE OF GREAT BENEFIT TO PICTURE THEATRES STOP I SHARE HIS OPINION STOP EVERYBODY AT UNITED ARTISTS WAITING FOR PRINT WHICH WILL BE SCREENED IMMEDIATELY UPON ARRIVAL REGARDS=

E L LINDEMAN.

March 8, 1928.

Charles Hayward, Chairman,
Children's Saturday Morning Theatre,
216 Madison Avenue,
New York City.

Dear Sir,

I have received word from the Coast that Mr. Griffith regrets exceedingly that he is unable to take the patron tickets for the benefit performance on March 31st. At the present time we have no advertising appropriation from which to draw for matters of this sort.

Very truly yours,

D. W. Griffith, Inc.

CLASS OF SERVICE

This is a full-rate Telegram, or Cablegram, unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

Form 1201 B

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCD = Deferred Cable
LC = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SD135 36 NL=LOSANGELES CALIF 6

EDWARD LINDEMAN=

UNITED ARTISTS CORP 729 SEVENTH AVE NEWYORK NY=

WE EXPECT TO GROSS ONE MILLION FIVE HUNDRED THOUSAND DOLLARS IN US AND CANADA ON DRUMS STOP USE SALLY PRICES AS GUIDE STOP DRUMS PRICES SHOULD BE AT LEAST ONE HUNDRED PERCENT INCREASE OVER SALLY REGARDS=

D W GRIFFITH.

March 6, 1928.

Mr. Abe Warman,
Warner Brothers,
321 West 44th Street,
New York, N. Y.

Dear Abe,

Thanks for your very nice letter of congratulations and good wishes. One of these days I will give you a ring and we will talk it over while sipping the zoop.

Sincerely yours,

ELL/CC

OFFICE OF
INTERNAL REVENUE AGENT IN CHARGE
New York Division
CUSTOMHOUSE BUILDING

IT-G-MTT

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

New York, N. Y.

Mar. 6, 1926

Albert L. Grey
(A. Griffith Grey)
1476-B'way,
New York, N.Y.

Sir:

Under date of February 15, 1926 there was forwarded to you a statement of adjustments which this office proposed to recommend affecting your income tax liability.

In the event you agree to the proposed adjustments, you are advised that execution and return to this office, of the enclosed agreement will expedite the assessment of the proposed deficiency with a resulting saving of interest to you.

Respectfully,

Revenue Agent in Charge

MTT/gl

Beecher & Pembleton
Counsellors at Law
Bush Terminal Building
130 West 42d Street
New York

Albert H. T. Beecher
John B. Pembleton

Telephone
Wisconsin 1882
Cable address
"Beecher"

March 7th 1928.

Mr. M.H. Harby,
61 Nassau Street,
New York City.

Dear Mr. Harby:

As stated to you over the telephone, the Griffith Corporation is seeking a loan of $320,000.

This loan is to be evidenced by a note drawn by the Griffith Corporation for a nine (9) month period and to be endorsed by Mr. Griffith personally. At the end of the nine-month period we will start to refund the principal at the rate of a fixed sum per week of not less than $20,000. per week, with the understanding that we may pay larger installments as funds may come in from picture productions.

We will give the following collateral to secure the payment of this note:

1. The Griffith Corporation has a purchase-money mortgage executed by Edgewater Point, Inc., a New York Corporation, covering the property formerly known as the Griffith Studio, also the old Flagler Estate, located at Orienta Point, Mamaroneck, Westchester County. This property consists of approximately twenty-eight (28) acres which is now being developed by Edgewater Point, Inc. for high-class residential purposes, the same having been plotted and laid out into lots; sewers, gas and electricity installed, and the sum of $250,000. having been spent on fill, grading and paving the streets. This property consists of a peninsula, practically an island, which juts out into Long Island Sound and is part of the neck of land that makes up the famous Larchmont Harbor. The title on this property was insured by the Lawyers Title & Trust Company. Edgewater Point, Inc. is headed by Earl W. Hammons, who is President of Educational Films, Inc., one of the leading and most successful short-reel and news-reel distributors in this Country. This mortgage was taken back as a purchase money mortgage when the Griffith Corporation sold this property to Edgewater Point, Inc. on or about August 4th 1925 for the sum of $485,000., the Griffith Corporation taking back this mortgage in the sum of $355,000. at the rate of 5%, principal being due on the 4th day of August 1929. A release clause in favor of the Edgewater Point, Inc. to release parcels at the rate of $25,000. per upland acre south of a given line and $15,000. per upland acre north of a given line is also included in the mortgage. Pursuant to said releases, this mortgage is now reduced to $322,200. and

there have been sixteen (16) lots and the pier, or dock, released from the terms of the mortgage.

2. Purchase-money mortgage for the sum of $67,000, which was taken back by the Griffith Corporation on the sale of some thirty (30) acres situated at Orienta Point, Mamaroneck on an inlet, said property lying about one-quarter mile north of the above-described premises. This 30-acre plot was sold to S.H.H. Corporation, a corporation controlled by Mr. Karl H. Hammons, who is developing this plot, together with some additional 150 odd acres surrounding or adjacent thereto, for residential and golf club purposes. This property was sold to said Corporation on or about February 1st 1926 for the sum of $68,000., the Griffith Corporation taking back said purchase-money mortgage of $67,000. This mortgage also contains a release clause releasing some property facing the principal thoroughfare at the rate of $5,000. per acre, and the balance of the property at the rate of $3,000. per acre. The interest rate on this mortgage is five (5%) percent, the same running to February 1st 1930. No lots as yet have been released from this parcel. The second mortgage is at present held by the First National Bank of Mamaroneck to cover a loan of approximately $10,000. On both of these parcels the purchaser obtained title insurance at the time of the purchase, from the New York Title & Mortgage Company.

3. There will be assigned as additional collateral, the Corporation's share of the net gross receipts derived from the sale of the picture temporarily known as "Battle of the Sexes", which, you know, will be released through the United Artists Corporation on the basis of 70% gross to the Griffith Corporation and 30% to the United Artists Corporation in the United States and Canada. In England, the rate is 70-30 and in other parts of the world 50-50. The Griffith Corporation pays all expenses except expense of distribution which is paid by the United Artists Corporation out of its share of the gross. The United Artists Corporation, as you know, is owned and controlled by its producer-members, consisting of the Griffith Corporation, Charles Chaplin, Douglas Fairbanks, Mary Pickford, Gloria Swanson and Joseph Schenck, representing, among others, John Barrymore, Norma and Constance Talmadge.

The purpose of the loan is for use by the Griffith Corporation in making a picture which Mr. Griffith is about to start at the United Artists Studio at Los Angeles, California, at a cost not to exceed $325,000., and the moneys so loaned are to be advanced by the Bank in weekly installments as needed for production purposes of approximately $30,000. per week. This picture will be completed and ready for release in approximately four (4) months and the income will start to come in within a period of two months, if not sooner, after its release by the United Artists Corporation, and the Griffith share of the gross receipts, after paying cost of prints, will be assigned to the lender and paid over to them as rapidly as the same are received. This will, therefore, actually bring in repayment of the loan before the nine-month period, but we are asking for the maximum due date even though we

anticipate repayments will begin three months before the nine-month period.

As you know, the Griffith pictures have grossed on the United Artists' program in the United States and Canada alone from $800,000. to $1,670,000., not including receipts derived from pictures that are handled as road-show pictures, such as "WAY DOWN EAST", which made an additional profit to the Corporation of over one million dollars. Neither do these figures include foreign receipts.

It is not intended that the picture about to be produced by Mr. Griffith for the Griffith Corporation will be road-showed but is made as a special feature and released and distributed throughout the Country as quickly as possible. Under the United Artists Corporation system of booking, approximately three-fourths of the entire gross bookings to be had in the United States and Canada will have been written within a period of from nine to twelve months after the release date.

Any further data that you desire in connection with this matter I will be pleased to give you.

Very truly yours,

Albert H. Blankenhorn

AHTB:GDM

CHARLES H. SCOTT
ATTORNEY AND COUNSELLOR AT LAW
14 WALL STREET
NEW YORK CITY
ESTABLISHED 1879

F. Pennoyd

March 7, 1938

Mr. Edward L. Lindeman,
Care D. W. Griffith Corporation,
New York, N. Y.

Dear Mule:

The other morning as I was coming in on the train I said to myself, "I guess I'll go up and stick Mule for a good lunch." When I arrived at the office and found the newspaper report awaiting me I decided that after you had paid this reporter for putting in all those lies about you that you wouldn't be able to blow me even to the automat.

But seriously, I would like to extend my heartiest congratulations. Any man who can sell the few brains that you have to D. W. Griffith for the salary I know you must be prying loose from him certainly deserves all the credit in the world.

I hope that when you have been able to save up your nickels again you will give me a ring.

Sincerely yours,

Scotty

CHS:M

March 8th, 1928

Collector of Internal Revenue,
3rd District, Fink Building,
New York City.

Dear Sir:

Please find tax returns for 1927 of the DAVID W. GRIFFITH CORP.

Very truly yours,

AHTB:F

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1120
U. S. Internal Revenue
(Auditor's Stamp)

CORPORATION INCOME TAX RETURN
For Calendar Year 1927

File This Return with the Collector of Internal Revenue for Your District on or Before March 15, 1928

Page 1 of Return

File No. ____
Serial Number ____
(Auditor's Stamp)

PRINT PLAINLY CORPORATION'S NAME AND BUSINESS ADDRESS

DAVID W. GRIFFITH CORP
(Name)

130 WEST 42nd STREET
(Street and Number)

NEW YORK, NEW YORK
(Post Office and State)

Date of Incorporation: December 15, 1915

Under the Laws of what State or Country: New York

Code ____ Check ____ M.O. ____ Date of Ind. ____
First Form-47
$ ____
Carded
At ____

KIND OF BUSINESS: Rental of motion pictures - no business done

IS THIS A CONSOLIDATED RETURN? No

GROSS INCOME

Item and Schedule No.

1. Gross Sales from Trading or Manufacturing, Less Returns and Allowances ____ $
2. Less Cost of Goods Sold:
   - (a) Inventory at close of preceding year ____ $
   - (b) Merchandise bought for sale ____
   - (c) Cost of manufacturing or otherwise producing goods (From Schedule A) ____
   - (d) Total of lines (a), (b), and (c) ____ $
   - (e) Less inventory at end of year ____
3. Gross Profit from Trading or Manufacturing (Item 1 minus Item 2) ____ $
4. Gross Profit from Operations Other Than Trading or Manufacturing. (State source of income):
   - (a) ____
   - (b) ____
   - (c) ____
5. Interest on Bank Deposits, Notes, Mortgages, and Corporation Bonds ____
6. Rents ____
7. Royalties ____
8. Profit from Sale of Real Estate, Stocks, Bonds, and other Capital Assets (From Schedule B) ____
9. Dividends on Stock of Domestic Corporations ____
10. Other Income (including dividends received on stock of foreign corporations). (State nature of income):
    - (a) ____
    - (b) ____
    - (c) ____
11. Total Income in Items 3 to 10 ____ $

DEDUCTIONS

12. Compensation of Officers (From Schedule C) ____ $
13. Rent on Business Property ____
14. Repairs (From Schedule D) ____
15. Interest ____
16. Taxes (From Schedule E) ____
17. Losses by Fire, Storm, etc. (From Schedule F) ____
18. Bad Debts (From Schedule G) ____
19. Dividends (From Schedule H) ____
20. Depreciation (resulting from exhaustion, wear and tear, or obsolescence) (From Schedule I) ____
21. Depletion of Mines, Oil and Gas Wells, Timber, etc. (Submit schedule, see Instruction 21) ____
22. Other Deductions Not Reported Above. (Explain below, or on separate sheet):
    - (a) Salaries and wages. (Not included in Item 2, 12, or 14 above) ____
    - (b) Net Loss for prior year. (Submit schedule) ____
    - (c) ____
    - (d) ____
    - (e) ____
    - (f) ____
23. Total Deductions in Items 12 to 22 ____ $
24. Net Income (Item 11 minus Item 23) ____ $

COMPUTATION OF TAX

25. Net Income (Item 24 above) ____ $
26. Less Credit of $2,000 (for a domestic corporation having a net income of less than $25,270) ____
27. Balance (Item 25 minus Item 26) ____ $
28. Income Tax (13½% of Item 27) ____ $
29. If the Net Income of a Domestic Corporation is Less Than $25,270, Enter the Amount in Excess of $25,000 ____
30. Total Tax (Item 28 plus Item 29) ____ $
31. Less: Income Tax Paid at Source. (This credit can only be allowed to a nonresident foreign corporation) ____ $
32. Income and Profits Taxes Paid to a Foreign Country or to a Possession of the United States by a domestic corporation ____
33. Balance of Tax (Item 30 minus Items 31 and 32) ____ $

An Amended return must be marked "Amended" at top of return

Checks and drafts will be accepted only if payable at par

2—14448

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCHEDULE L—RECONCILIATION OF NET INCOME AND ANALYSIS OF CHANGES IN SURPLUS

1. Net income from Item 15, page 1 of the return	$				15. Undistributed deductions: (a) Dividends, annuities, and contributions	$			
2. Additions from: (a) Interest on obligations of a State, Territory, or any political subdivision thereof, or the District of Columbia					(b) Income not taxable under laws of the United States, and on which a tax has been paid by the corporation in a foreign country or in the Philippine Islands or Porto Rico				
(b) Income or earnings which were not included in the return for prior years					(c) Federal taxes paid on tax-free covenant bonds				
(c) Income or earnings of the United States or its agencies					(d) Amortization of bond premium				
(d) Excess of capital losses over capital gains (sec. 117 (d) of the Revenue Act of 1926)					(e) Furniture and fixtures, addition, or betterments treated as expense in the return				
(e) Excess of life insurance policies paid upon the death of the insured					(f) Depletion and depreciation				
(f) Other items of nontaxable income (to be detailed):					(g) Expenses attributable to the use of any office or employee where the corporation is directly or indirectly controlled				
(1)					(h) Interest on indebtedness incurred or continued to purchase or carry obligations or securities the interest upon which is wholly exempt from taxation				
(2)					(i) Additions to reserve for bad debts which are not included in Item 12, page 1 of return				
(3)					(j) Additions to reserves for contingencies, etc. (to be detailed):				
3. Charges against reserve for bad debts, if Item 10, page 1 of return, is not the identical amount					(1)				
4. Charges against reserve for contingencies, etc. (to be detailed):					(2)				
(a)					(3)				
(b)					(k) Other nonrecurring deductions (to be detailed):				
(c)					(1)				
5. Total of Lines 1 to 4, inclusive	$				(2)				
6. Total from Line 14					(3)				
7. Net profit for year as shown by books, before any adjustments are made thereto (Line 9 minus Line 6)	$				16. Total of Line 15	$			
8. Surplus and undivided profits as shown by balance sheet at close of previous taxable year					17. Earnings or profits during the taxable year income whether paid in cash, stock or the equivalent, to which entitled: (a) Date paid ..... Character	$			
9. Other credits to surplus (to be detailed):					(b) Date paid ..... Character				
(a)					(c) Date paid ..... Character				
(b)					(d) Date paid ..... Character				
(c)					18. Other debits to surplus (to be detailed):				
10. Total of Lines 7 to 9, inclusive	$				(a)				
11. Total from Line 17					(b)				
12. Surplus and undivided profits as shown by balance sheet at close of taxable year (Line 10 minus Line 11)	$				(c)				
					19. Total of Lines 18 and 19	$			

QUESTIONS

KIND OF BUSINESS

1. By means of the key letters given below, identify the corporation's main income-producing activity with one of the general classes, and follow this by a special description of the business sufficient to give the information called for under each general class.

A.—Agriculture and related industries, including fishing, logging, ice harvesting, etc., and also the leasing of such property. State the product or products. B.—Mining and quarrying, including gas and oil wells, and also the leasing of such property. State the product or products. C.—Manufacturing. State the product and also the material if not implied by the name of the product. D.—Construction—excavations, buildings, bridges, railroads, ships, etc., also equipping and installing same with systems, devices, or machinery, without their manufacture. State nature of structures built, materials used, or kind of installations. E1.—Transportation—rail, water, local, etc. State the kind and special product transported, if any. E2.—Public utilities—gas (natural, coal, or water); electric light or power (hydro or steam generated); heating (steam or hot water); telephone; waterworks or power. E3.—Storage—without trading or profit from sales—(elevators, warehouses, stockyards, etc.). State product stored. E4.—Leasing transportation or utilities. State kind of property. F.—Trading in goods bought and not produced by the trading concern. State manner of trade, whether wholesale, retail, or commission, and product handled. Sales with storage with profit primarily from sales. G.—Service—domestic, including hotels, restaurants, etc.; amusements; other professional, personal, or technical service. State the service. H.—Finance, including banking, real estate, insurance. I.—Concerns not falling in above classes (*a*) because of combining several of them with no predominant business, or (*b*) for other reasons.

2. Concerns whose business involves activity falling in two or more of the above general classes, where the *same product* is concerned, should report business as identified with but one of the above general classes; for example, concerns in A or B which also transport and market their own product exclusively or mainly, should still be identified with classes A or B; concerns in C (manufacturing) which own or control their source of material supply in A or B and which also transport, sell, or install their own product exclusively or mainly, should be identified with manufacturing; concerns in D may control or own the source of supply of materials used exclusively or mainly in their constructive work; concerns in E1 or E2 may own or control the source of their material or power; concerns in F may transport or store their own merchandise, but its production would identify them with A, B, or C.

3. Answers:

(*a*) General class (use key letter designation) I

(*b*) Main income-producing business (give specifically the information called for under each key letter, also whether acting as principal, or as agent on commission; state if inactive or in liquidation)

Inactive

AFFILIATIONS WITH OTHER CORPORATIONS

SEE INSTRUCTION 38

4. Does the corporation own 95 per cent or more of the outstanding capital stock of another domestic corporation or of other corporations? No

5. Is over 95 per cent or more of your outstanding capital stock owned by another corporation? No

6. Is 95 per cent or more of your outstanding capital stock as well as 95 per cent or more of the outstanding capital stock of another corporation or of other corporations owned or controlled by the same individual or partnership or by the same individuals, partnerships, or corporations in substantially the same proportion? No

7. If the answer to questions 4, 5, and 6, or to any of them, is "yes," answer the following:

(*a*) Did the corporation file Forms 851, 852, 853, and 853A for the taxable year 1922 or subsequent taxable years? ..... If the answer to this question is "yes," these forms will not be required, except under the circumstances described in question (*b*). If the answer to this question is "no," and the answer to questions 4, 5, and 6, or to any of them, is "yes," procure from the Collector of Internal Revenue for your district Forms 851, 852, 853, and 853A, Affiliations Schedules 1, 2, 3, and 4, which shall be filled in and filed as a part of this return. If the answer to this question is "no," question (*b*) need not be answered.

(*b*) Did substantially the same conditions, as are set out in the Affiliations Schedules filed for 1926 or prior years, obtain during the entire taxable year 1927? ..... If the answer to this question is "no," a statement, setting forth the particulars in which the situation has changed, should be attached to and made a part of this return. If there have been substantial changes in stockholdings, a complete schedule of such changes should be submitted on Form 853, Affiliations Schedule 3. If there are companies other than those covered by the Affiliations Schedules for prior years which, applying the tests contained in questions 4, 5, or 6, may have come into the affiliated group since 1926, Forms 851, 852, 853, and 853A, are required for the entire group for the taxable year.

(*c*) Did the corporation file a consolidated return for the preceding taxable year? .....

PREDECESSOR BUSINESS

8. Did the corporation file a return under the same name for the year preceding taxable year? Yes Was the corporation in any way an outgrowth, result, continuation, or reorganization of a business or businesses in existence during this or any prior year since December 31, 1917? ..... If answer is "yes," give name and address of each predecessor business, and the date of the change in entity.

Upon such change were any asset values increased or decreased? ..... If the answer is "yes," closing balance sheets of old business and opening balance sheets of new business must be furnished.

BASIS OF RETURN

9. Is this return made on the basis of actual receipts and disbursements? ..... If not, describe fully what other basis or method was used in computing net income.

LIST OF ATTACHED SCHEDULES

10. Enter below a list of all schedules accompanying this return, giving for each a brief title and the schedule number. The name and address of the taxpayer should be placed on each separate schedule accompanying the return.

AFFIDAVIT

We, the undersigned, president and treasurer of the corporation for which this return is made, being severally duly sworn, each for himself deposes and says that this return, including the accompanying schedules and statements, has been examined by him and is, to the best of his knowledge and belief, a true and complete return made in good faith, for the taxable year as stated, pursuant to the Revenue Act of 1926 and the Regulations issued under authority thereof.

Sworn to and subscribed before me this ..... day of ....., 1928

President.

NOTARIAL SEAL

..... (Signature of officer administering oath), ... (Title)

CORPORATE SEAL

Treasurer.

GOVERNMENT PRINTING OFFICE 2—14448

NEW YORK · CHICAGO · TORONTO · SAN FRANCISCO · AKRON · WASHINGTON

WM. H. RANKIN COMPANY
Advertising
CANADIAN PACIFIC BUILDING
141 MADISON AVENUE
New York

March 6th 1926

Mr. Edward L. Lindeman
United Artists Corporation
729 Seventh Avenue
New York City

Dear Mr. Lindeman:

I was very much interested in reading the other day that you had been appointed special representative for D. W. Griffith, particularly since I am a New Albany man myself, having been born there fifty years ago.

I want to congratulate you on this splendid appointment and if you are ever in the neighborhood you might come in and see me.

With kindest regards, I am

Yours very sincerely,

Wm H Rankin

President.

WHRankin-B.

PHONE
CHICKERING 4800

CABLE ADDRESS
"WARNWAR"

WARNER BROS
PICTURES, INC.
321 WEST 44TH STREET
NEW YORK

EASTERN STUDIOS
BROOKLYN, N.Y.
WEST COAST STUDIOS
LOS ANGELES, CAL.

EXECUTIVE OFFICES
VITAGRAPH INC.

March 9th, 1929.

Mr. E. L. Lindeman,
Representative of D.W.Griffith,
c/o United Artists Corporation,
729 Seventh Avenue,
New York City.

My dear Ed:

Please let me take this opportunity of telling you how glad I was to learn from the trade papers of your appointment and it is my sincere wish that you meet with huge success and trust that you will be very happy in your new undertaking.

With warmest personal regards, I am,

Sincerely,

MS:S

THE KANSAS AUTHORS CLUB

GEORGE PIERSON MOREHOUSE
SECRETARY TREASURER
[illegible]
TOPEKA, KANSAS

[illegible]

DISTRICT PRESIDENTS

[illegible]

DEPARTMENT LEADERS

[illegible]

Arkansas City, Kansas
March 9th, 1936

I. Agnes Wiener,
Griffith Studios,
New York.

Dear Miss Wiener ;

If you are wanting a great and truly dramatic story,one that holds not only a rare theme of love, but a patriotic impulse so unusual that, to me, it stands with the fine patriotic stories of our best American literature, I have the privilege of introducing one to your attention.

It concerns a young woman of Austria-Hungary - a member of a family, that traces its history,in direct descent,from ancient royalty. I note this for it makes strong impress on her story. She passes through extremest sufferings,through ways of escape, through a love that carries with it something far deeper than average love episodes. In fact the whole story is one of a soul, working out liberty; and there are many purely dramatic moments.

As, in confidence, this story was rehearsed to me, I knew it to be material,extraordinary. I wish that you might,not read it from manuscript,but hear this radiant woman tell it.

A Mid-west Company heard of her presence here and,learning through newspaper publicity of her whereabouts, has asked her to release to them Motion Picture rights.She realizes, however, that her experiences are worthy the attention of some larger producer. If you are interested,would you like to ask her to come to New York ? Her story can be sent in manuscript, but my feeling is that you will gain by hearing her tell it herself. You may address her,Mrs.H.(Miriam Kahan) Davis.

Cordially, Alice Wilson Aldroyd

March 9, 1928.

New York Telephone Company,
210 West 50th Street,
New York, N. Y.

Gentlemen:

On May 1st, 1928 we expect to occupy new offices, Room 601, 729 Seventh Avenue, New York City. We would appreciate it if you will kindly arrange to have our telephone service transferred, ready for use on that date. We also desire to have an additional extension telephone, and inasmuch as we will still be in the Bryant Exchange we presume you will permit us to keep our present telephone number, Bryant 6761 inasmuch as we have had this number for a great number of years and we would like to retain it if at all possible.

Will you kindly confirm the above matters to us at your convenience.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas

cc/s

E. EDMUND NEIL
BOSTON UNIVERSITY
BOSTON
30 Pinckney Street,
March 10,
1 9 2 8.

Mr. W. D. Griffith,
729 Seventh Ave.,
New York City,
My dear Mr. Griffith:

I have just completed a story for screen that I believe will interest you. It is the kind of picture you like, for which you have stood, and which, in turn, has made your enviable reputation as a trustworthy and progressive producer. It has been my ambition to make this one of the best, and at the same time, one of the most widely appealing pictures the industry has enjoyed. With this in view, I have spared neither effort nor expense, having made a special trip to the Far East to saturate myself with first-hand data and with the atmosphere of that part of the story which takes place there. Back of this special effort, my work in college and university, for many years, has been chiefly devoted to dramatic, character and scene values and to the factors which gain and hold an audience. I know this story contains these values and factors in a very exceptional and commanding way.

In the first place, the main theme is a historic one, embodying one of the most fascinating of all phases of modern history, and giving to the story an intellectual and educational value that will attract a large and influential clientele that too many film presentations fail to interest. Secondly, it contains scenes of vital interest to the masses of the common people. Thirdly, outstanding social events of the period appeal to the clientele chiefly interested in high society. Scenes of daring, endurance and heroism will draw the youth-audience and the audience of men. Fifthly, scenes bristling with the sensational, including sex-appeal, mob excitement, and deeds of rarest magic, will lure and hold the great mass of those who are largely superficial. The pitting of American personality, worth, genius, and originality against the world, at greatest odds, and seeing them finally triumph, will stir the blood of anybody who has a drop of true Americanism left. And, finally, a love-story of more than usual worth and appeal, and sharpened by vicissitudes of unusual variety and opposition, will make its own way into the sympathies and interest of any and all classes.

This theme, if rightly produced, will recreate such an interest as you enjoyed in your never-to-be-forgotten "Birth of a Nation".

I am writing to ask you to give me a personal interview with sufficient time for me to read to you at least representative scenes of all phases of the story. How soon can you do this? Kindly let me know a few days in advance of the time and I will gladly come to New York. I have worked a number of years on this scenario and, now that it is completed, I am anxious to have the production of it come as soon as possible.

Cordially yours,

E. Edmund Neil

129

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N. Y.

March 10, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Benshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 9th instant in the above matter, with its enclosure of check to our order for $250., for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

MEMORANDUM

March 13, 1939

TO: Mr. Lindemann
Mr. Zellner
(Copy for Mr. Kelly)

FROM: Mr. Shapiro

In the future, on all special producer appropriations, for special advertising, publicity or exploitation, for which you are responsible, will you kindly follow the procedure outlined herewith:

1. In a memorandum in writing sent to Mr. Buckley, Mr. Taylor and the writer, kindly establish the amount of money to be spent in the special advertising, publicity or exploitation. Kindly state by whose authority the appropriation is granted, and if possible, that signature should accompany the memo.

2. The point must be established in the same memo whether United Artists does the financing for the spending of the money or the independent unit.

3. It must be definitely established whether United Artists creates the material or if it is to be created by the independent unit, with United Artists cooperating.

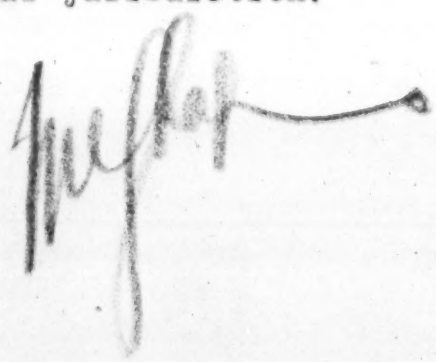
4. It must be definitely established whether United Artists does the purchasing or whether the independent unit does.

5. It must also be definitely established who shall okeh all the bills for the material designated.

6. After the material has been created and finished, it should be definitely established where the material should go, the quantities, and who is to be responsible for the expedition of said material.

Will you be kind enough to follow this procedure in all future special producer appropriations under your jurisdiction?

V.M.S.



HOTEL PENNSYLVANIA NEW YORK
2,200 ROOMS, 2,200 BATHS
UNDER SAME MANAGEMENT
HOTELS STATLER
BOSTON
BUFFALO
CLEVELAND
DETROIT
ST. LOUIS
AND
HOTEL STATLER
BUFFALO

57-14 Xenia St. Apt
Hollis L.I.
Mar. 12, 1901

Dear Sir

Several weeks ago when you were in N.Y. I left some seven tests of myself for you at your Hotel desk. I also left a note asking you opinion of the tests. When I called for the tests and found you had departed I naturally assumed you had taken them to the coast. It has been such a long time that

HOTEL PENNSYLVANIA NEW YORK
2400 ROOMS, 2400 BATHS
HOTELS STATLER
BOSTON
BUFFALO
CLEVELAND
DETROIT
ST. LOUIS
AND
HOTEL BUFFALO
BUFFALO

2

I am a bit worried for their safety. I have talked with Mr George F Warren Bros and he is interested in seeing the lesson so I trust you will ship them to me C.O.D. along with your very valued criticism.

Believe me
F Bangwell Vaughan.
189-14 Krasnick Ave
Hollis, L.I.

Griffith Names Lindeman As Special Representative

(Special to Exhibitors Herald and Motion Picture World)

NEW YORK, March 6.—D. W. Griffith has appointed Edward L. Lindeman as his personal representative and contact man with the United Artists Corporation. Lindeman's duties will include approval of all sales contracts made in behalf of Griffith and visits to the exchanges to maintain the producer's contacts with the managers of the branches.

Edward L. Lindeman

Lindeman was special sales representative of United Artists for several years and also acted in the same capacity for a time for the Harold Lloyd Corporation after the comedian became affiliated with Paramount.

PHONE: MAIN 6818

ALBANY
ATLANTA
BOSTON
BUFFALO
CHARLOTTE
CHICAGO
CINCINNATI
CLEVELAND
DALLAS
DENVER
DETROIT
DES MOINES
INDIANAPOLIS
KANSAS CITY
LOS ANGELES
MILWAUKEE
MINNEAPOLIS
NEW HAVEN
NEW ORLEANS

WARNER BROS
PICTURES

Branch Office
VITAGRAPH Inc.
1058 BROADWAY,
ALBANY, N. Y. Mar. 12, 1928.

NEW YORK
OKLAHOMA CITY
OMAHA
PHILADELPHIA
PITTSBURGH
PORTLAND, ORE.
SAINT LOUIS
SALT LAKE CITY
SAN FRANCISCO
SEATTLE
WASHINGTON, D. C.
CANADA
CALGARY
MONTREAL
SAINT JOHN
TORONTO
VANCOUVER
WINNIPEG

GREATER
EXTENDED
RUN
PRODUCTIONS
For 1927-1928

AL JOLSON
"THE JAZZ SINGER"

JOHN BARRYMORE
"WHEN A MAN LOVES"
DOLORES COSTELLO

SYD CHAPLIN
"THE MISSING LINK"

"BLACK IVORY"
Year's best seller

"THE FIRST AUTO"
BARNEY OLDFIELD

DOLORES COSTELLO
"OLD SAN FRANCISCO"

GEORGE JESSEL
"SAILOR IZZY MURPHY"

SYD CHAPLIN
"THE BETTER 'OLE"

JOHN BARRYMORE
"DON JUAN"

SYD CHAPLIN
Another fast comedy

"HAM & EGGS"

DOLORES COSTELLO
Two more productions

"NOAH'S ARK"
A tremendous spectacle

Mr. E. L. Lindeman,
c/o United Artists Corp.,
1600 Broadway,
New York, NY.

Dear Eddie,

If I may call you so. After lamping thru the Exhibitor's Herald this morn ng, I noticed your two "crokery glimmers" staring at me. After scrutinizing the contents of this unsolicited publicity, I noticed that you are in the "lime light" of the Motion Picture Industry.

Knowing you as I do, being a small timer all your life and just a "wooden shoe" dancer, working in towns not over 500, playing one nighters, it certainly makes me feel great to see a Pal rise with a title as you have - "Personal Representative to our great D. W. Griffith".

Words cannot express how happy I feel to learn of this achievement from a brother actor and brother co-worker hitting the high spots.

All kidding aside, Ed, it certainly makes me feel happy to know that you have landed a good proposition whereby you are still using the title "Personal Representative" which was duly affixed in accordance with your ability.

At this time allow me to congratulate you, wishing you all the luck that you wish yourself and hope that in the very near future, you will hold one of the finest positions in this industry.

Hoping this letter finds you in the best of health, with lots of good wishes, I am

Your Pal,

Harry A Sack

WARNER WINNERS - 26 for '27 - '28

Form 6 1081 4-28

INTER OFFICE RUSHGRAM

To MR. S. LINDEMAN

From MR. M. A. HILL **Date** March 13th, 1928.

Point Perry Maryland

Referring to contract for DRUMS OF LOVE approved by you, Perry Point Theatre, Perry Point, Md. $30., please be advised that SALLY was sold to the same theatre for $30. and AMERICA for $125., but at the time AMERICA was sold, Perry Point was a proving ground for the government and there were a lot of soldiers stationed there. However, the government has now withdrawn all the men and there is only a veteran hospital where pictures are shown gratis to the men.

El

M.A.Hill.

MAH:RP

March 13th 1920.

Mr. D.W.Griffith,
c/o United Artists Studios,
4041 North Formosa Avenue,
Hollywood, California.

Dear Mr. Griffith:

I am enclosing herewith clipping taken from this morning's Film Daily and if there is anything in this, in my belief, it is not for your best interests and therefore you should quietly discourage any such a tie-up. Should this director come into the United there is bound to be friction, not alone in the producing but in the distributing end as well. On account of his wealth, and, may I say, unmitigated ego and aggressiveness it would not make for a happy combination such as you have now. I positively cannot see any good for you in having him in. Ever since he left Famous he has practically wrecked two distributing organizations, first the P.D.C. and secondly the Pathe. It may be that he is not wholly to blame, or as a matter of fact, not to blame at all, yet that makes no difference. "Why take a chance" - "Let well enough alone". These phrases are hackneyed, nevertheless they speak volumes.

You must be director supreme in the United. Don't think for a moment that there is the slightest doubt in my mind as to your supremacy, in comparison with this man or any others, but this one has a certain commercial cunning with which you are unwilling to compete. You are in the saddle and why take a chance of being unhorsed by schemers.

I trust you will fully understand the spirit in which I have written and that you will be as ever patient with unsolicited advice, but at the same time be not unheeding.

I am also enclosing herewith copy of letter which Harby wrote to Mrs. Griffith and I will advise you promptly of her decision.

With kindest regards and best wishes, I remain

Sincerely yours,

AHTB:GDM
Encs .

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

15th March 1928

Arthur W. Kelley, Esq.
Treasurer
United Artists Corporation
729 Seventh Avenue
New York

Dear Sir:

FAR EASTERN BRANCH BALANCE SHEET & YEAR TO 31/12/1927

Attached we have pleasure to hand you our audit report for the accounts as above. The accounts as already presented to you by your own office are sufficiently clear to call for no special comments.

DEPOSITS FROM EXHIBITORS You will see these have now been adjusted and Yen 17,608'01 taken credit for in these accounts. In connection with the amount due from Exhibitors of Yen 21,874'43 it should be noted that there are quite a number of apparently bad accounts. As many of these are however offset by credits from the same exhibitor we do not at present suggest they be adjusted, this however must not be lost sight of at the next half annual accounts.

DEPRECIATION Has been allowed for in accordance with your instructions of 25th August last, and is shown on page 11.

COMPARISON of SALES and PLAYED and EARNED

		2nd ½ of 1927	1st ½ of 1927	2nd ½ of 1926	1st ½ of 1926
Sales	Yen	661,129'28	565,702'41	335,234·82	513,548'91
Played and Earned		448,559'28	563,269·91	485,434·09	565,661·41
Corporation Share		177,303·63	224,865'38	193,374'22	226,293'85
Balance Unplayed		411,427'41	198,857.41	196,424·91	345,624'18

SALES BY AREA		2nd ½ of 1927	1st ½ of 1927	Year 1926
Japan	Yen	371,334'60	284,414'32	279,425'41
China		139,219'59	60,326'40	154,391'12
Philipines		61,883'41	4,111'00	38,069'05
India		37,414'51	60,067'97	121,534.60
Straits		36,237.14	48,039'56	102,179'84
Dutch East Indies		64,370'24	60,283'05	93,194'60

The Sales have shown a tremendous increase in November and December and as a consequence the balance of Unplayed has also risen. This rise in the unplayed volume is having its effect on the amount of Played and Earned in the current half, and unless unforeseen things occur there should be a good profit for the first half of this year.

The following figures are indicative of the trend of the business.

		ACCUMULATED TO 31/12/27	1927	1926	ACCUMULATED TO 31/12/26
Sales	Yen	4,403,110'12	1,226,831'69	848,783'73	2,327,494'70
Played and Earned		3,991,682'71	1,011,829.19	1,051,095.50	1,928,756'02
BALANCE UNPLAYED	Yen	411,427.41	215,002'50	212,311'77	398,736'68
Producers Share P & E		2,434,530.77	609,660'18	651,427.43	1,173,443'16
Corporation Share P & E		1,557,151.94	402,169.01	419,668'07	735,314'86
TOTAL	Yen	3,991,682'71	1,011,829.19	1,071,095'50	438,128.30

The forecast as shown in our letter to Mr. Benson of 21st November 1927 seems now in process of being fulfilled.

PROFIT AND LOSS ACCOUNT Closes with a loss for the six months of Yen 87,859'86 against Yen 60,169.76. The deficit is now Yen 401,894'69, but we have every confidence that this can be very considerably reduced this year. You have a very able representative in charge of your far eastern division, and one who has a great grasp on local conditions is thoroughly qualified to straighten matters Out.

We have had many pleasant interviews with him, and are convinced that his ideas being carried out given a little time will be of immense benefit to each and everyone of your producers. The corner has been turned and success appears assured.

We have found the books well and carefully kept.

The cash on hand was counted this morning and found correct at Yen 39.19 made up thus:-

Advances for Freight & Telegrams		Yen	26.00	
Telegrams			3.96	
Miscellaneous payments			2.35	
		Yen	32.31	
Cash Notes	Yen	5.00		
Coin		3.96	8.96	39.19

With all good wishes for future prosperity.

Yours faithfully,

Pearson Machin & Co.

Chartered Accountants.

Balance Sheet — 31st December 1927

UNITED ARTISTS CORPORATION TOKIO

LIABILITIES

30/9/27				
30,000.00	CAPITAL Loan from New York @ $ 15,000.00 @ Rx 46½		Yen	35,250.00
	UNITED ARTISTS CORPORATION NEW YORK			
55,070.43	Balance of Current Account page 10 @ $ 29,422.51 @ Rx 46½			65,384.86
98,848.89	DEPOSITS FROM EXHIBITORS per office lists			45,954.06
	SUNDRY CREDITORS			
339,540.86	Accounts Payable to Producers Schedule D	336,531.68		
14,177.34	Miscellaneous Schedule E	13,308.45		
4,276.35	Trade Creditors as per page 12	4,205.45	354,045.78	
2,862.12	UNITED ARTISTS CORPORATION Commission Account			
424,775.69			Yen	495,591.74

ASSETS

4,032.69	CASH IN NATIONAL CITY BANK OF NEW YORK, TOKYO		Yen	3,688.50
16,551.48	CASH ADVANCES AND DEPOSITS Schedule A			11,064.73
	ACCOUNTS RECEIVABLE			
12,715.67	Due from Exhibitors for Film Hire per office lists	Yen 21,874.43		
11,139.83	Due from Producers Schedule B	7,051.56		
26,922.33	Miscellaneous Schedule C	20,794.07	49,720.06	
	INVENTORIES			
17,800.33	Accessories (Stock) as per page 10	Yen 11,091.86		
16,627.76	Furniture and Fixtures as per page 10	17,795.59	28,887.45	
105,790.09		Forward	Yen	93,360.74

UNITED ARTISTS CORPORATION TOKIO

ASSETS (CONTD)

186,790·09		Forward Yen	94,260.74
3,149·43	UNITED ARTISTS CORPORATION COMMISSION ACCOUNT		
738.70	SUSPENSE ACCOUNT as per page 18		308·09
1,285·64	PREPAID EXPENSES as per page 18		77·38
314,034·83	PROFIT & LOSS ACCOUNT as per page 3		401,094·69
494,775·69		Yen	495,691·74

AUDITORS CERTIFICATE

Tokyo 13th March 1928

We, the undersigned, Auditors to the Company, do hereby certify that we have audited the Books and Accounts of the United Artists Corporation, Tokyo for the six months ended 31st December 1927. We further certify that, in accordance with our report attached hereto, the foregoing Balance Sheet and attached Statement of Accounts are correct and are drawn up so as to exhibit a true and correct view of the state of affairs of the Far Eastern Branch of the Corporation as at 31st December 1927, according to the information and explanations afforded us and as shown by the Books.

Pearson Machie & Co

Chartered Accountants.

United Artists Corporation Tokyo — 31st December 1927

STATEMENT OF ACCOUNTS

30/9/27

STATEMENT OF INCOME FOR THE YEAR TO 31ST DECEMBER 1927

843,569.91	TOTAL CONTRACTS PLAYED AND EARNED per page 4		Yen 1,011,689.10
	CORPORATION SHARE 40% of Yen 1,011,689.10	404,169.01	
196,701.67	Less 5% Commission U. A. C.	41,346.01	360,823.00
	OTHER INCOME		
1,500.52	Sale of Accessories		
2,242.76	Exchange		
90.81	Miscellaneous		90.81
200,835.36		Yen	360,913.81
33,132.43	DEDUCT CORPORATION SHARE OF CENSORING, PRINTS, DUTIES &c.		60,082.99
167,702.93		Yen	300,830.82
	DEDUCT		
218,173.63	Operating Expenses as per page 7 Yen	439,342.51	
8,364.45	Other Expenses as per Schedule F	9,517.33	
1,334.61	Depreciation on Furniture and Fixtures		448,859.84
60,169.76	DEFICIT FOR SIX MONTHS TO 31/12/27	Yen	148,029.62

DEFICIT FOR PERIOD TO 31/12/1926 PER LAST ACCOUNTS	Yen	253 865.07
DEFICIT FOR YEAR TO 31/12/1927 AS ABOVE		148,029.62
TOTAL DEFICIT TO DATE	Yen	401,894.69

DEFICIT FOR PERIOD TO 30/6/27	Yen	314,034.83	
DEFICIT FOR SIX MONTHS TO 31/12/27		87,859.86	401,894.69

United Artists Corporation Tokyo — 31st December 1927

STATEMENT OF ACCOUNTS

STATEMENT SHOWING SALES, PLATED AND EARNED AND CORPORATION SHARE

1927		SALES	PLATED & EARNED	CORP. SHARE	BALANCE UNPLATED
FIRST SIX MONTHS	Yen	665,702·41	463,269·91	254,660·36	198,867·41
July		53,841·63	61,751·63	24,610·00	190,977·41
August		65,914·12	43,954·12	17,453·57	210,967·41
September		84,616·26	69,466·26	35,661·51	206,117·41
October		66,458·72	61,058·72	30,665·70	191,517·41
November		230,857·70	79,772·70	31,697·94	342,602·41
December		161,440·63	92,615·63	36,996·21	411,427·41
	Yen	1,226 831.69	1,011,829.19	402,169·01	

STATEMENT SHOWING SALES BY AREA

1927		JAPAN	CHINA	PHILIPPINES	INDIA	STRAITS	D.E.INDIES
FIRST SIX MONTHS	Yen	284,414·32	85,826·48	4,111·00	86,087·97	45,039·56	60,223·08
July		20,421·67	770·91	306·02	14,300·74	8,102·14	10,552·19
August		24,397·12	12,810·10	·18	11,047·95	6,047.80	9,610·97
September		35,561·90	5,028·60	8,583·97	20,737·16	4,673.36	10,031·29
October		31,075·82	6,833·79		11 502·62	5,429·56	11,616.93
November		41,046·45	106,862·30	53,575.28	14,202.08	5,121.77	10,049.82
December		118,831·54	2,386·12		25,623·76	6,862·51	12,509·14
	Yen	555,748·82	215,746.06	65,964·41	183,502·28	81,276·70	124,593·42

TABLE OF PERCENTAGES			% ON SALES	% ON P & E	% CORP.SHARE
HOME OFFICE OPERATING	Yen	125,664·44	10·24	12·41	31·22
DEPOT OPERATING		313,678·07	25·56	31.01	77.99
TOTAL OPERATING EXPENSES	Yen	439,342·51	35·80	43.42	109.21

United Artists Corporation, Ltd.

STATEMENT OF OPERATING EXPENSES

	HEAD OFFICE		VANCOUVER EXPENSES		
1927	SALARY	SALARIES ACCOUNTANT	SALARIES GENERAL	RENT AND HOUSE SERVICE	TRAVELLING
First Six months	21,473.39	14,080.84	2,200.00	1,974.00	12,016.49
July	4,660.01	2,283.83	400.00	343.16	43.49
August	4,133.33	2,219.30	400.00	336.96	6,554.24
September	5,594.15	2,639.11	400.00	339.00	2,352.07
October	5,685.95	2,280.38	400.00	278.00	2,116.40
November	5,700.98	2,393.31	400.00	286.60	
December	4,619.85	2,993.72	500.00	240.04	4,460.63
Yrs	47,846.16	30,060.58	5,100.00	2,995.85	27,474.38

DEPOT OPERATING EXPENSES

1927	SALARIES	RENT AND HOUSE SERVICE	TRAVELLING	STATIONERY & PRINTING	TELEPHONE & TELEGRAMS
First Six months	72,966.29	6,616.26	33,040.83	4,935.43	8,003.87
July	9,812.90	1,576.88	7,935.62	524.89	891.28
August	11,255.64	1,216.78	3,043.29	376.56	1,853.15
September	9,217.33	1,244.14	5,690.28	715.90	1,661.46
October	14,730.33	1,115.57	2,900.27	514.99	1,154.50
November	10,999.41	895.71	2,927.20	301.60	1,540.46
December	16,193.53	1,981.01	4,255.55	748.56	2,940.89
Yrs	145,175.43	14,646.35	59,793.04	8,117.93	18,045.61

31st December, 1957

STATEMENT OF OPERATING EXPENSES

HEAD OFFICE MAINTENANCE EXPENSES

STATIONERY & PRINTING	TELEPHONE & TELEGRAMS	[illegible]	[illegible] & [illegible]	[illegible]	MISCELLANEOUS	TOTAL
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]		[illegible]	[illegible]			[illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
[illegible]	[illegible]	[illegible]				[illegible]
	[illegible]	[illegible]				[illegible]
[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Less:- LEGAL FEES 553.31

Rs 125,664.44

DEPOT OPERATING EXPENSES

POSTAGES	FREIGHT & CARRIAGE	ADVERTISING	MISCELLANEOUS	TOTAL
3,397.55	10,723.88	7,453.85	12,523.19	159,661.15
399.96	1,454.12	666.24	1,194.36	24,456.25
316.60	1,044.15	1,052.78	996.26	21,155.21
588.86	1,339.08	2,553.32	2,430.65	25,441.02
530.74	689.81	2,322.44	1,347.74	25,306.39
371.26	577.59	2,216.93	1,453.89	21,284.05
789.47	1,499.92	5,676.79	2,288.28	36,374.00
6,394.44	17,328.55	21,942.35	22,234.37	313,678.07

United Artists Corporation Tokyo — 31st December 1927

STATEMENT OF ACCOUNTS

COMPARATIVE STATEMENT OF OPERATING EXPENSES

	HOME OFFICE			DEPOT		
	2nd ½ 1926	1st ½ 1927	2nd ½ 1927	2nd ½ 1926	1st ½ 1927	2nd ½ 1927
Salaries						
Sales	Yen	21,473·89	26,378·87			
Accounting		14,089·93	16,009·75			
General		2,500.00	2,500·00			
Yen	55,057.82	37,924·18	45,188·62	67,904·65	78,966·29	72,809·14
Rent & Service	1,255·35	1,974·00	2,021·85	7,380·46	6,616·26	6,030·09
Travelling	2,061·66	12,016.49	15,457.89	30,554·67	33,040·83	26,752·81
Stationery	534·20	2,082·75	1,185·65	5,191·49	4,935·43	3,182·50
Telephone	2,618.88	2,740·79	2,037.51	7,735·19	6,003·87	10,041·74
Postages	170·36	166·44	320.47	2,339·46	3,397.55	2,996·89
Freight	414·31	283.00	552·28	7,588.70	10,723·88	6,604·67
Insurance		942·65				
Miscellaneous	35.00	482·24	947.00	32,495·97	12,523·19	9,711·18
Advertising	1,004·40				7,453·85	14,488·50
Yen	64,151·38	58,512·48	67,705·27	161,190·60	159,661.15	154,016.92
Less Legal			553·31			
Yen	64,151·38	58,512·48	67,151·96	161,190·60	159,661·15	154,016.92

1st ½ of 1927		58,512·48		159,661·15
TOTAL 1927	Yen	125,664·44	TOTAL 1927 Yen	313,678·07

HOME OFFICE	Yen	125,664·44
DEPOT		313,678·07
TOTAL OPERATING	Yen	439,342·51

United Artists Corporation Tokyo 31st December 1927

STATEMENT OF ACCOUNTS

ANALYSIS OF DEPOT SALARIES

		JAPAN	CHINA	INDIA	STRAITS	DUTCH INDIES	TOTAL
Sales	Yen	42,842'88	22,736.47	4,495'36	15,829.24	14,656.70	100,560.65
Brokers		13,721'25			2,213.00	2,906.42	18,840'67
Advertising		9,170.00					9,170.00
Translation							
General		11,285'76			922'97	4,395'38	16,604'11
	Yen	77,019'89	22,736.47	4,495.36	18,965'21	21,958.50	145,175.43

SALES

Jan/June 27	Yen	22,652'88	11,212.65	3,476.94	6,127.30	6,644.75	52,120.52
July		3,697.05	230'10		1,262.15	1,234.09	6,443.39
August		3,513.00	581.07	344.16	1,279.25	1,386.50	7,103.98
September		3,070.50	422.97		1,244.31	1,377.92	6,115.70
October		2,643.65	5,556.81	315'70	1,289.36	1,380.72	11,186'44
November		2,735.00	2,019.72		1,291'34	1,297.93	7,343.99
December		4,530.60	2,707.15	358.56	1,315.53	1,334.79	10,246.63
	Yen	42,842'88	22,736.47	4,495'36	15,829.24	14,656.70	100,560'65

BROKERS

Jan/June 27	Yen	7,170.00			851'75	1,261.78	9,283.53
July		970.00			143.12	227.67	1,340'79
August		975.00			243.95	224.77	1,443.72
September		1,047.50			237.29	223.39	1,508.18
October		980.00			245.88	223'85	1,449.73
November		980.00			246'26	227'67	1,453.93
December		1,598.75			244'75	517'29	2,360'79
	Yen	13,721.25			2,213.00	2,906'42	18,840.67

Note:- The figure of China Salaries for the month of October includes commissions on Tientsin Sales.

United Artists Corporation Tokyo — 31st December 1937

STATEMENT OF ACCOUNTS

ANALYSIS OF DRIVE BALANCES (CONTD)

GENERAL	JAPAN		STRAITS	OUTER INDIES	TOTAL	ADVERTISING
Jan/June 37	Yen	4,708·26	676·69	2,208·69	7,685·64	3,880,00
July		607.50	135·54	485·98	1,128·72	830·00
August		607·50	33·81	546·63	977·94	1,730·00
September		700.00	83·15	349·30	1,063·45	830·00
October		1,145·00	23·96	345·18	1,514·16	880·00
November		1,155,00	34·02	457·47	1,636·49	865·00
December		2,272·50	24.48	234·13	2,531·11	1,085,00
	Yen	11,285·76	988·97	4,395·38	16,604·11	9,170·00

STATEMENT OF EXHIBITORS

		DEBITS	CREDITS
JAPAN THEATRES	Yen	21,556·37	17,112·22
OUTSIDE OF JAPAN		318·06	28,821·83
	Yen	21,874·43	45,934·05
LESS DEBITS			21,874·43
		Yen	24,059·62

AS PER BALANCE SHEET

Due to Exhibitors page 1	Yen	45,934·05	
Less:- Due from page 1		21,874·43	24,059·62

STATEMENT OF ACCOUNTS

STATEMENT OF AGREEMENTS AND FURNITURE

		AGREEMENTS	FURNITURE
No. 1	Japan	Yen 3,480.68	14,463.39
No. 2	Shanghai	4,690.35	785.79
	Singapore	690.08	1,491.61
	Batavia	4,060.84	4,655.30
		Yen 11,091.86	21,196.69
Less:-	DEPRECIATION RESERVE		3,510.30
			Yen 17,795.59

STATEMENT SHOWING RECONCILIATION OF NEW YORK ACCOUNT

NEW YORK LOAN ACCOUNT	Yen 32,258.06	@ Ex. 46½	G$ 15,000.00
NEW YORK CURRENT ACCOUNT	63,353.85	@ Ex. 46½	29,459.54
	Yen 95,611.91		G$ 44,459.54

DEDUCT Items in suspense

Shipping Charges Maax & Co.	G$ 296.77	
"	55.05	
Stern Photo Co. Sets " My best girl "	40.00	
Titles for Manila Statements 4/2/27 & 5/28/27 at 100%	263.45	
Titles for Java " Magic Flame " Topsy & Eva & College	55.29	
Slides for " " "	16.00	
A. L. Grey Sheets on " Judith of Bethulia" for Calcutta	27.00	
Heralds Two Arabian Knights and College	20.00	
English Titles Two Arabian Knights for Java	13.16	
Mats My best girl for Tokyo	6.80	
English Titles Molly Oh	.92	794.44
BALANCE AS PER NEW YORK STATEMENT OF 29th OCTOBER 1927		G$ 43,665.10

STATEMENT OF ACCOUNTS

STATEMENT OF OTHER EXPENSES

Auditors Fees (the whole Far East)	Yen 4,240.66	
Miscellaneous Non operating charges	3,513.06	
Miscellaneous other Deductions	3,071.96	
Interest	1,198.30	
Taxes	1,335.66	
Depreciation on Furniture & Fixtures to Reserve Account	3,445.30	
Exchange Fluctuation	393.06	
Depreciation on Accessories (written off)	11,340.98	27,135.34
Less:- Exhibiters Deposits forfeited on Unfilled Contracts		17,626.01
		Yen 9,517.33

30/6/37 STATEMENT OF MISCELLANEOUS ACCOUNTS RECEIVABLE

			DEBIT	CREDIT
	TOKYO & OSAKA AREA 136 items all under Yen 100.00		Yen 1,631.46	12.40
	FOREIGN AREA 13 items		8,269.29	1,297.64
1,497.07	Hongkong Amusement Co.	Yen 1,497.07		
1,533.17	Alexieff & Donothello Harbin	533.17		
1,135.94	I. F. Madan & Co. Calcutta	4,533.16		
658.00	Cheng Kwang Pekin	358.00		
621.75	Victoria Theatre Hankow	321.75		
	E. W. Frazar & Co. Tientsin	261.26		
	Tsunashima Shoten Chungking	240.83		
	Star Cinema Tsingtan	234.60		
		Yen 7,979.84		
	Various 5 items	289.45		
			Yen 9,900.75	1,310.04
	LESS CREDITS		1,310.04	
			Yen 8,590.71	

STATEMENT OF ACCOUNTS

STATEMENT OF TRADE CREDITORS

Miner Litho Co. Posters	Yen 527.06
Petty Cash payments applicable to December disbursed in January	455.91
Accessories supplied for which no invoices yet received	2,661.99
Rent payable Cuoko	325.49
	Yen 4,303.45

STATEMENT OF PREPAID EXPENSES

Unexpended balance of Revenue Stamps on hand	Yen 77.34

STATEMENT OF DEPRECIATION

Depreciation written off as per page 11	Yen 3,445.30
Less :- Loss on Sale of Safe	135.00
	Yen 3,310.30

STATEMENT OF SUSPENSE ACCOUNT

ERROR IN NEW YORK ACCOUNT 1 OCT. 1927 ITEMS CHARGED TWICE

	$ 96.11	Yen 206.78
" "	$ 25.06	52.21
		Yen 258.99

STATEMENT OF SALARIES

HOME OFFICE FOREIGNERS

Mr. Benson	26 weeks	@ G$ 250.00 per week	= G $ 6,500.00	Yen 13,954.80
Mr. Albeck	"	@ G$ 175.00 "	= G $ 4,550.00	9,770.06
Mr. Dreher	"	@ G$ 125.00 "	= G $ 3,250.00	6,977.25
				Yen 30,701.81

JAPANESE STAFF — 14,480.81

as per page 7 — Yen 45,182.62

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

STANDARD TIME INDICATED ON THIS MESSAGE

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

BLUE	DAY LETTER
NL	NIGHT LETTER
NTE	NIGHT TELEGRAM
LCO	CABLEGRAM
DLT	CABLE LETTER
WLT	WEEK END LETTER

CHE 229 31 NL 5 EXTRA

AH CHICAGO ILLS 14

1923 MAR 14 PM 6 05

EDWARD L LINDEMAN

CARE UNITED ARTISTS CORPN 729 SEVENTH AVE NEWYORK NY

CONGRATULATIONS ON YOUR GREAT BREAK IN THAT NEWYORK COLORED PAPER

WHEN ARE YOU COMING CHICAGO AS WISH TO NOTIFY NEGRO DEFENDER AND

OTHER SOUTH SIDE SHEETS

HAZEL FLYNN POB REEL CHICAGO EVENING AMERICAN.

THE SENDER OF THIS MESSAGE authorizes us to say that a reply is desired via Western Union

WESTERN UNION

Received at

SB371 74 DL XU=XD NEWYORK NY 14 423P

R A KLUNE,CARE UNITED ARTISTS STUDIO=
1041 NORTH FORMOSA AVE=

COMPLYING WITH YOUR REQUEST SHIPPED LIBERTY MUSIC SCORE TO YOU MARCH NINTH STOP WE ARE UNABLE PREPARE CUE SHEET HERE UNTIL NEW PRINTS ARRIVE UNDERSTOOD YOU WERE GOING TO READAPT SCORE TO FIT NEW VERSION AND PER MY LETTER TWENTY SEVENTH PLEASE HAVE CUE SHEET PREPARED FROM SAME AND FORWARD STOP WE CAN USE THIS FOR NEWYORK ENGAGEMENT IF NOT AVAILABLE PUBLIX ORGANIZATION WILL PREPARE AND USE THEIR OWN SCORE FOR RIALTO ENGAGEMENT ADVISE=

H D BUCKLEY.

M. GLASER & CO.
INVESTMENTS
130 WEST 42ND STREET
NEW YORK
TELEPHONES WISCONSIN 1670 1671 1672

Youth of Maxim 1935.

March 14th, 1920.

Grigori Kozintsev and Leonid Trauberg

Albert H. T. Banshaf,
130 West 42 St.,
New York, N. Y.

Dear Sir:-

We have just received a letter from Dr. H. Schattner of Berlin, Germany in reference to a Griffith Photophay.

We personally have no interest in this transaction, except that we were authorized by Dr. Schattner, formally connected with an associate of this office, to negotitate and conclude satisfactory arrangements in reference to the above.

If you should desire an appointment at any time, you can call either Mr. Stein or Mr. M. Glaser at this office.

Yours truly,

M. GLASER AND CO.

By M. Glaser
NS

March 14th, 1928.

Collector of Internal Revenue,
3rd District, Fisk Building,
New York City.

Dear Sir:

Please find tax returns for 1927 of the D. W.

GRIFFITH INCORPORATED.

Very truly yours,

AHTB:f

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EXHIBITORS REVIEW PUBLISHING CORPORATION
PUBLISHER OF
EXHIBITORS DAILY REVIEW
THEATRE MANAGEMENT
EXHIBITORS REVIEW

49 WEST 45TH STREET
NEW YORK

March 18, 1948.

Mr. Edward L. Lindeman,
United Artists,
729 - 7th Ave.,
New York City.

Dear Mr. Lindeman:

There are many colorful outstanding leaders in the Motion Picture Industry and we take pleasure in writing brief sketches about them.

In our issue date March 15th, you were selected and discussed, we hope you saw it -- and liked it.

Permit us to congratulate you upon the constructive work you have done to help in making motion pictures the fifth largest industry in the world.

Sincerely,

Hank Linet

H. Linet

Associate Editor

CLASS OF SERVICE

This is a fullrate Telegram or Cable-gram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

DL = Day Letter
DNL = Night Message
NL = Night Letter
LCD = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

The time shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown in the message, are Pacific Standard Time.

Received at

SF9 13 NM=HOLLYWOOD CALIF 15

EDWARD LINDEMAN=

UNITED ARTISTS CORP 729 SEVENTH AVE NEWYORK NY=

LENGTH OF PICTURE EIGHTY FOUR HUNDRED FEET\NINE REELS\PRINTS SHIPPED MARCH NINETEENTH=

R A KLUNE.

SAMUEL GOLDWYN, Inc.

INTER OFFICE RUSHGRAM

To MR. LINDEMANN

Yes always

From [illegible] FARGOL

Date March 14th, 1949.

Re:

Mr. Goldwyn has asked me to invite you to the opening of "THE LOVERS" at the Balaney Theatre, next Thursday.

Will you please let me know today if you want tickets?

L.F.

March 16, 1926.

Mr. G. Manuel Neil,
Boston University,
Boston, Mass.

Dear Sir,

In reply to your recent letter to Mr. Griffith, I wish to advise that Mr. Griffith is at present in California producing a picture. If, however, you care to send your manuscript to this office we will have same read and will advise you whether or not it would interest Mr. Griffith.

Very truly yours,

D. W. Griffith, Inc.

March 16, 1926.

Mrs. Alice W. Oldroyd,
The Kansas Authors Club,
Arkansas City, Kans.

Dear Madam,

In reply to your letter of recent date regarding a certain story, we wish to advise that Mr. Griffith is at present in California making a picture. However, if you will have the manuscript forwarded to this office we will be pleased to have same read and advise whether or not it would interest Mr. Griffith for production.

Very truly yours,

D. W. Griffith, Inc.

March 16, 1928.

Mr. Harry A. Seed,
c/o Warner Brothers,
1058 Broadway,
Albany, N. Y.

My dear Harry,

I have yours of March 14th in which you offer congratulations, felicitations (you had better look that one up), and well wishes on my new connection with Mr. Griffith.

I don't know why I should be annoyed by an ex-ham wishing me, a former big-timer, anything. I don't need your wishes. I always played in the best theatres, wore the best clothes, told the best gags, got the most money and put on the blackest cork of any delineator of the Senegambian race. Now, I also bet 15 to 1 that you don't know what "Senegambian" means.

Aside from which, Harry, it was very fine of you to offer your well wishes and while the United Artists hasn't an exchange in Albany I certainly hope that I will have the pleasure of making the town soon and if I do you can bet I'll stop in at 1058 Broadway, if for no other reason than to be amused for a half an hour by your small time stories. (Do you remember the bus ride from the golf club?).

With kindest regards to Mrs. Seed and yourself, believe me

Sincerely yours,

ELL/CC

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N. Y.

March 17, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 16th instant in the above matter, with its enclosure of check to our order for $250., for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

INDIVIDUAL FILMS, INC.
ROAD SHOW DEPARTMENT
Sixth Floor
PARAMOUNT BUILDING
TIMES SQUARE, NEW YORK
CHICKERING 7010

A. GRIFFITH GREY
GENERAL MANAGER

March
Seventeenth
1926

Dear Eddie ----

As I shall be in Cleveland Friday evening, April sixth, endeavoring to do some constructive work to keep the office open, and therefore shall be unable to go to the annual benefit of the Theatrical Press Representatives that evening, I am sending the tickets to you. Iam vey proud of my membership in this association, and it is therefore with a great deal of care that I select someone to represent me upon this occasion. It is a pleasure to me to tell you that I can think of no one who could represent me as well and also lend such extreme dignity and distinction to such an important event. There are only two disadvantages to the tickets: (1) they are already paid for; and (2) the locations are adjacent to some of the help about the office -- but I know that you know full well how to conduct yourself upon such occasions.

I am also enclosing an opportunity to obtain a dress suit for the evening. I am worried lest yours has become so tight that you are unable to penetrate it -- or, isn't it your body that has become swollen since you got the new job.

With the compliemtns of the season, and wishing you the success you so richly deserve, believe me

Yours sincerely,

A. W. Mahoney

To
Edward Louis Lindeman, Esq.,

PARAMOUNT PEP CLUB
Incorporated
A Clan of "Good Fellows"

TO: ALL MALE MEMBERS OF THE PARAMOUNT PEP CLUB:

TUXEDOS !

Arrangements have been made with

S. & L. Costume Co.,
749 Sixth Avenue,
New York City.

(between 42nd and 43rd Street)

for rental of Tuxedos and Full Dress Suits at $3.50.

This price covers only the coat, pants and vest.

If you desire to rent an entire outfit or any part of same, these people will take care of you at a small additional price.

In order to take advantage of this special price it will be necessary to show your "Pep Club Card" at the time of rental.

These desiring suits can reserve same any time between now and the day of the Ball, however, it will be better to do so a few days in advance.

J. A. Philipson

JOSEPH A. PHILIPSON, Chairman
Cooperative Buying Committee.

JJP:LS

MARCH 15th, 1928.

JONAS & NEUBURGER

TELEPHONE BEEKMAN 7880

RALPH JONAS
PHILIP LEVITAN
LOUIS D. NEUBURGER
MURRAY L. JACOBS
STANLEY H. NEWMAN

RAYMOND ROSSER
LYLE EVANS MANAN
BENJAMIN FINKER
LEONARD W. MILLS
RUSSELL W. WHITE
HERMAN S. BENJAMIN

112 BROADWAY
NEW YORK

March 19, 1928

Re: Manufacturers Trust Company v.
G & H Fixtures, et al.

Albert H. T. Banzhaf, Esq.,
150 West 42nd Street,
New York City.

Dear Sir:

Being this morning in receipt of Mr. Klune's letter of the 14th inst., setting forth definite dates with relation to the weekly instalments, we have written him in accordance with copy letter which we enclose herewith for your information and guidance. I am sure you will see to it that the payments are made promptly so that there may not be any default. I will take up either with you or Mr. Klune, or both, the question of costs and disbursements when the last payment becomes due. I feel there should be included in the item of costs not only the statutory costs before notice of trial, but a reasonable counsel fee incurred by the Trust Company as a result of the necessity to place this matter in the hands of counsel for suit and settlement.

Very truly yours,

Murray L. Jacobs

For JONAS & NEUBURGER

MLJ:B
Encl.

March 19, 1928

Re: Manufacturers Trust Company
vs. D A N Pictures, et al.

Mr. Raymond A. Klune,
D. W. Griffith Productions,
1041 No. Formosa Avenue,
Los Angeles, Cal.

Dear Mr. Klune:

This is to acknowledge receipt of your letter of the 14th inst., pursuant to which you are hereby advised that the above entitled action is hereby settled upon the following basis:

1. The cash and instalment payments made since the commencement of the above entitled action shall be applied on account thereof.

2. The defendants shall pay to the plaintiff the balance as follows:

(a) The sum of $250. weekly on each and every Saturday, at the office of the Trust Company, Adjustment Department, 130 Broadway, this city;

(b) Beginning with May 12, 1928, said weekly payments shall be increased to the sum of $500 and payable thereafter as provided by subdivision "a" hereof;

(c) Beginning with August 4, 1928, the said weekly payments shall be increased to the sum of $1,000, and be payable as in subdivision "a" hereof provided, until the full amount demanded in the complaint, with interest at 6%, plus all costs and disbursements, shall have been paid in full.

3. In the event of default in any of the aforesaid weekly payments, plaintiff may forthwith, without further notice, enter judgment against any or all of the defendants, as it may see fit, for the full amount demanded by the complaint, with interest, costs and disbursements, and credit any payments theretofore made upon execution to be issued.

I am sending a copy of this letter to Mr. Banzhaf, who appears in the action as attorney for Mr. Griffith, and also to Messrs. O'Brien, Malevinsky & Driscoll, who appear therein for the de-

fendant Albert L. Gray, so that they may govern themselves accordingly. You will see that it is important that payments be made promptly at the office of the Trust Company as above provided, on Saturday morning of each week, preferably in the same form as they are being made presently, of $250 per week until May 12th, when the $500 weekly payments shall commence, and continue until August 4th, when the $1,000 weekly payments shall commence. The matter of interest, costs and disbursements may be computed when the last payment becomes due and included therein.

Very truly yours,

For JONAS A. NEUBURGER

MLJ:B

O. W. GRIFFIN COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 19th, 1926

James A. Asheraft,
Colonial Theatre,
Cleveland, Ohio.
(Second Man Head of Wings)

My dear James:

I have today received the tickets which you sent me for the Rivoli Theatre for Friday Evening, April 6th, at which time the new Harold Loyd picture, "SPEEDY," will have its world premier.

No doubt, you expect me to be very profuse in my thanks for these tickets, but far from that. You were a pretty foxy little fellow. You know that there will be well-known people of the Motion Picture Industry present at that performance, and you have, no doubt, taken great pains to let as many people as possible know that you had bought seats E-107-108, and you are going to give yourself a little pat on the back for having your friends look over there and find the seats occupied by so important a person as myself, and you figure that they will probably start wondering how you ever succeeded in getting me to represent you at that gathering.

In other words, you are taking the bow at my expense. So, for the tickets, absolutely no thanks!

I do, however, greatly appreciate the list of rental prices for tuxedos, which you have sent me, as, of course, I will rent a costume for that occasion. But, James, the cheapest quotation given on the price list you sent is $3.50. I have acquainted Mr. Paul Lazarus with that fact, and he has said that inasmuch as he will not be able to attend the Harold Loyd opening, I can rent his suit for $1.75. Naturally, I am dickering with him, but I still have another idea. Should George Fox have the dinner suit that he wore during the engagement of "WAY DOWN EAST", I was just thinking he might be able to make me a price even better than that offered by Mr. Lazarus, and, if he cares to do that, I will pay the express charges one way. Take this matter up with him and advise me.

Very truly yours,

New York City
Mar. 17-68

My dear Mr. Griffith

Now wasn't I surprised to see the other day — and surprises are so much more exciting when not expected. Needless to say, I really didn't expect any assistance whatever, since you have been away long enough to have practically forgotten me much less, to take any further interest in me. You did say to notify you if I needed help, but do you know I hardly believed

that you really meant it. Even now I can scarcely realize that the incident actually happened. You should have been here when it arrived to really appreciate how happy and overjoyed I was. It was very urgent and needed it badly and I hardly knew what to do under the circumstances. I remembered what you had said, although I dreaded terribly to do it. I didn't know what your reaction would be - but as a last resort I decided to ask you. I knew it would be very simple for you to just disregard it - but I don't know what I would have done if you had. It certainly was wonderful of you and I am now convinced that you keep your promises, which can be said of few in this world. No, I wasn't sure if any assistance would come - I just waited and hoped and the miracle happened. You don't know how thankful I am to you

dear Mr. Griffith, for this help you have given me. I can never thank you enough. It has given me a sense of security which I hadn't had before and you don't know how wonderful it makes me feel. I have always wished I felt decidedly independent but haven't really been that fortunate. But I hope I get working and make some headway soon. I can't be depending on you like this. It's such a problem — everything is so uncertain. I know

I needent go into detail because you understand if anyone does. I guess you will have to be my guardian or something — ? Will you ? Have thought of you so many times and wonder if you have time to think of me occasionally. You are so busy I know. I'm wondering when I shall see you again real soon I hope — wish I were going out there if only for a visit — it would be simply delightful I think. Perhaps you wouldn't find it convenient to see me though —

but which I could go just the same.

Things are very quiet here at present, just a little being done now and then. It's possible that I may work in a couple of industrial pictures in a week or two, one for the Baltimore Ohio R.R. Co. and the other for an insurance Co. Am waiting for them to complete one they are working on now. Neither are definite but they are expecting to use me for both.

Had the pleasure of meeting Louis Milestone, on his trip east for the purpose of seeing the stage play of 'The Racket,' which he is to direct for United Artists. There were numerous parties given him and Howard Rogers, who is adapting the story to the screen and another chap who came east with them. I attended most all of them and met a number of celebrities socially which all helps. Everyone advises going to the coast — it seems to be the same story no

matter where you go or who you meet. But it is important for me to even think of it. It's like trying to go on the stage in California, as it is to go in pictures here in N.Y. I met Ben Lyon not long ago and have had lunch and dinner with him different occasions and he says – 'why not plan to go out when he and some others are leaving' – which is in about a week or so and he would do all he could to introduce me socially

and, of course, Ben Lyon is a very popular star and everyone seems to be trying to get him (girls I mean) now that his engagement to Marilyn Miller is broken off. He is waiting for a wire now from the coast to advise him when to leave.

I was thrilled when I read about your broadcasting on the 28th. I think it is perfectly marvelous that you are being made 'Master of Ceremonies'. Believe me, I am all set to listen in and I wish it were possible

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART. FILM LIBRARY

to feel that you were going to say something just for me alone. I would be very happy indeed if I thought you could in some way make me feel that you were saying something for me only.

Silly of me, isn't it – but I mean it sincerely. I shouldn't expect too much, I suppose. Nevertheless, I am going to listen very closely and see if I can detect any little word which you say that may be meant for me. If not – I will be satisfied to have heard your voice if for nothing else.

I wish there was some way in which I could hear from you. I am very anxious to have some word from you and yet you said you never wrote letters. I don't know for what reason – if its simply because you do not like writing or if it is for personal reasons. Of course,

I do not wish you to break this rubbing, but I am very desirous of having from you the same. Wish I were going out there in the place of this letter but this will have to do for now.

Thank Willard for sending me a wire and also give him my best regards. Let's hear if you can and care to send me some word somehow. I will be very happy if you do.

With all the love in the world for one who is so sincere and so wonderful and to whom I shall always be grateful,

Sincerely, Hugh Gordon.

JONAS & NEUBURGER

TELEPHONE BEEKMAN 7040

SOLON JONAS
PHILIP LEVISON
LOUIS S. NEUBURGER
MONROE L. JACOBS
SIDNEY S. NEUMAN

RAYMOND NUSSBAUM
LYLE EVANS MOHER
BENJAMIN FINKEL
LEONARD H. MISCH
HOWELL V. MOYO
HERMAN S. BENJAMIN

119 BROADWAY
NEW YORK

March 19, 1928

Re: Manufacturers Trust Company
v. G & H Pictures, et al.

Mr. Raymond A. Klune,
D. W. Griffith Productions,
1041 No. Formosa Avenue,
Los Angeles, Cal.

Dear Mr. Klune:

This is to acknowledge receipt of your letter of the 14th inst., pursuant to which you are hereby advised that the above entitled action is hereby settled upon the following basis:

1. The cash and instalment payments made since the commencement of the above entitled action shall be applied on account thereof.

2. The defendants shall pay to the plaintiff the balance as follows:

(a) The sum of $250. weekly on each and every Saturday, at the office of the Trust Company, Adjustment Department, 139 Broadway, this city;

(b) Beginning with May 12, 1928, said weekly payments shall be increased to the sum of $500 and payable thereafter as provided by subdivision "a" hereof;

(c) Beginning with August 4, 1928, the said weekly payments shall be increased to the sum of $1,000, and be payable as in subdivision "a" hereof provided, until the full amount demanded in the complaint, with interest at 6%, plus all costs and disbursements, shall have been paid in full.

3. In the event of default in any of the aforesaid weekly payments, plaintiff may forthwith, without further notice, enter judgment against any or all of the defendants, as it may see fit, for the full amount demanded by the complaint, with interest, costs and disbursements, and credit any payments theretofore made upon execution to be issued.

I am sending a copy of this letter to Mr. Banzhaf, who appears in the action as attorney for Mr. Griffith, and also to Messrs. O'Brien, Malevinsky & Driscoll, who appear therein for the de-

fendant Albert L. Grey, so that they may govern themselves accordingly. You will see that it is important that payments be made promptly at the office of the Trust Company as above provided, on Saturday morning of each week, preferably in the same form as they are being made presently, of $250 per week until May 18th, when the $500 weekly payments shall commence, and continue until August 4th, when the $1,000 weekly payments shall commence. The matter of interest, costs and disbursements may be computed when the last payment becomes due and included therein.

Very truly yours,

Murray L. Jacobs

For JONAS & NEUBURGER

MLJ:B

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
CARL E. MILLIKEN
SECRETARY
J. HOMER PLATTEN
TREASURER

OFFICE OF THE TREASURER

March 20, 1928.

Dear Mr. Banzhaf,

Re: Affiliated Theatres Projects

The enclosures number (1) to (10) give a complete record of the investigational and corrective facilities of this Association, operating in conjunction with the Better Business Bureaus located in the principal cities of the United States.

This work when supplemented, as it is, by inter-communication between the various Bureaus and the local Film Boards of Trade brings large dividends to the industry through the preservation of its integrity and the suppression of illy-considered endeavors of promoters to capitalize the good will of the motion picture industry for selfish purposes.

With kind regards, I am

Sincerely yours,

J. Homer Platten

A. H. T. Banzhaf, Esq.,
D. W. Griffith, Inc.,
130 West 42nd Street,
New York, New York

(C O P Y)

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PUBLIX THEATRES
CORPORATION

New York City,

February 20, 1933.

Gabriel L. Hess, Esq.,
489 Fifth Avenue,
New York City.

Dear Gabe:-

The enclosed letter from Affiliated Theatres Projects was delivered to the president of a bank at Port Huron, Michigan. I am advised that similar letters have been received by other bankers in other Michigan towns.

Will you please get a report for me as to what this organization, which styles itself "Affiliated Theatres Projects", consists of? I know you have a department which investigates projects that concern the INDUSTRY.

Please return the enclosed letter.

Kindest regards.

Sincerely yours,

(signed) Austin C. Keough

ACK/ADG.
enc.

2.

(C O P Y)

WESTERN UNION TELEGRAM

February 21, 1936.

DAY LETTER

Ferris R. Miller, Esq.,
Manager,
Los Angeles Better Business Bureau,
609 South Grand Avenue,
Los Angeles, California.

WILL APPRECIATE YOUR ADVISING BY WIRE MY EXPENSE WHAT INFORMATION YOU HAVE OR CAN QUICKLY OBTAIN REGARDING QUOTE AFFILIATED THEATERS PROJECTS UNQUOTE MANAGING DIRECTOR J W PATT LOCATED RIVES STRONG BUILDING THERE STOP OUR INFORMATION INDICATES THIS CONCERN MAKING ATTEMPTS TO PROMOTE PICTURE THEATERS BY CIRCULARIZING BANK PRESIDENTS STOP KINDEST REGARDS

J. Homer Platten
469 Fifth Avenue

(C O P Y)

WESTERN UNION TELEGRAM

Feb. 28, 1936.
12:11 A.M.

J. Homer Platten,
469 Fifth Avenue,
New York City.

AFFILIATED THEATERS PROJECTS IS TRADE STYLE USED BY PATT WHO SAYS HE MAILED QUESTIONNAIRES TO BANK PRESIDENTS IN ONE THOUSAND TOWNS FIVE TO FIFTEEN THOUSAND POPULATION HIS PURPOSE TO FINANCE THEATERS IN TOWNS WHERE CONDITIONS REPORTED FAVORABLE CLAIMS FINANCED FISHER PARAMOUNT THEATERS CHICAGO WAS FISCAL AGENT MORELAND MOTOR TRUCK REFINANCING SEVERAL YEARS AGO WEDNESDAY IS HOLIDAY SO WILL INVESTIGATE FURTHER THURSDAY AND REPORT.

FERRIS R. MILLER.

(C O P Y)

Western Union Telegram

Feb. 24, 1928.
3:33 A.M.

J. Homer Platten,
469 Fifth Avenue,
New York City.

PATT FLOATED LARGE STOCK ISSUE FOR MORELAND TRUCK FIVE YEARS AGO MORELAND SAYS HIS SERVICE SATISFACTORY STATE CORPORATION DEPARTMENT RECORDS SHOW HIS BROKERS LICENSE REVOKED NINETEEN TWENTY FIVE FOR FAILURE FILE PROPER BOND LOS ANGELES TIMES APRIL TWENTY SECOND NINETEEN TWENTY FIVE CARRIED EAST SAINT LOUIS DISPATCH STATING PATT WITH THREE OTHER OFFICERS MOORE MOTOR VEHICLE COMPANY DANVILLE ILLINOIS HAD BEEN CONVICTED IN MILLION DOLLAR STOCK SWINDLE AND SENT TO PENITENTIARY.

FERRIS R. MILLER.

(C O P Y)

WESTERN UNION TELEGRAM

February 25, 1926.

DAY LETTER

Mr. Ferris R. Miller,
Manager,
Los Angeles Better Business Bureau,
609 South Grand Avenue,
Los Angeles, California.

APPRECIATE VERY MUCH YOUR PROMPT HANDLING OF MY INQUIRY STOP HAVE TURNED MATTER OVER TO NATIONAL BUREAU BECAUSE OF WIDE SCOPE OF ACTIVITIES SEEMINGLY INVOLVED STOP KINDEST PERSONAL REGARDS.

J. Homer Platten.

(C O P Y)

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

469 Fifth Avenue

New York City.

February 25, 1926.

My dear Ed,

Re: Affiliated Theatre Projects,
Los Angeles, California

This will confirm my understanding that you will arrange to get word to the various Bureaus, giving them a summary of the facts developed by Mr. Miller of the Los Angeles Bureau.

At your early convenience, I will appreciate your returning the file which you took with you together with advice as to what was done.

With kindest regards, I am

Sincerely yours,

(signed) J. Homer Platten.

Edward L. Greene, Esq.,
General Manager,
National Better Business Bureau, Inc.,
383 Madison Avenue, New York City.

5 5

(C O P Y)

NATIONAL BETTER BUSINESS BUREAU, INC.
383 Madison Avenue, New York, N.Y.

March 1, 1926.

J. Homer Platten, Esq.,
Treas., Motion Picture Producers and
Distributors of America, Inc.,
469 Fifth Avenue,
New York City.

Re: J.W. Patt
Affiliated Theatres Projects

Dear Mr. Platten:-

As you have been informed by Mr. Bell, we submitted to our counsel proposed bulletin covering the activities of the subject, of which the enclosed is a confidential copy. Before issuing this bulletin, our counsel suggested the desirability of definitely establishing the fact that the above individual and the J.W. Patt convicted in the Moore Motor Vehicle Company case are identical. We, accordingly, immediately wired to Los Angeles with a view of establishing such fact.

Immediately upon receipt of the desired telegraphic information, the bulletin will be issued.

Cordially yours,

(signed) W.H. Mulligan
Manager,
Financial Department.

W.H. Mulligan
p
enclosure.

(C O P Y)

NATIONAL BETTER BUSINESS BUREAU, INC.

383 Madison Avenue, New York, N.Y.

March 9, 1938.

J. Homer Platten, Esq.,
Treasurer, Motion Picture Producers and Distributors
of America, Inc.,
469 Fifth Avenue,
New York City.

Re:- J.W. Patt,
Affiliated Theatres Projects

Dear Mr. Platten:-

Referring to our bulletin on the subject organization, a supply of which has been sent you, copies thereof have been sent to all Better Business Bureaus throughout the United States; Securities or Blue Sky Commissioners of the various states; Attorneys General and other law enforcement officers; and a selected list of approximately sixty chambers of commerce. We would be pleased to receive your suggestions as to such further distribution as you deem advisable.

In accordance with the request of your secretary, we are returning herewith the file which you turned over to Mr. Greene. We desire to express our appreciation of your valued cooperation in this matter.

Cordially yours,

(signed) W.H. Mulligan,
Manager,
Financial Department.

W.H. Mulligan,
p
enclosure.

FILM BOARDS OF TRADE
469 FIFTH AVENUE
NEW YORK

SUBJECT AFFILIATED THEATRES PROJECTS

March 16, 1928.

TO ALL SECRETARIES

Mr. Flatten, Treasurer of the Motion Picture Producers and Distributors of America, Inc., has asked me to bring to your attention the enclosed bulletin regarding the above.

If further activities of this concern come to your attention, it will be appreciated if you will advise us immediately.

George Borthwick,
Auditor.

(C O P Y)

/0.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.

469 Fifth Avenue
New York City.

March 15, 1938.

My dear Mr. Keough,

Re: Affiliated Theatres Projects,
1617 Rives-Strong Building,
Los Angeles, California.

Kindly refer to your letter of February 30th to Mr. Hess and note the following enclosures:

(1) Copy of my telegram of February 21st to Ferris H. Miller, Better Business Bureau of Los Angeles.

(2) Copy of telegram from Miller to me under date of February 21st.

(3) Copy of telegram from Miller to me under date of February 23rd.

(4) Copy of my letter to Mr. Greene of the National Better Business Bureau under date of February 25th.

(5) Bulletin issued by National Better Business Bureau under date of March 7, 1938, copies of which were sent to all Better Business Bureaus throughout the United States; Securities and Blue Sky Commissioners of the various states; Attorneys General and other law enforcement officers; and a selected list of approximately sixty Chambers of Commerce.

You will note that the bulletin of the National Bureau concludes with the statement that the Affiliated Theatres Projects has discontinued its operations.

For your further information, copies of the bulletin have been sent to the secretaries of all Film Boards of Trade.

Let me assure you that we are grateful for your bringing this matter to our attention as we consider that promotions of this character can be exceedingly harmful to the best interests of the industry.

With kindest regards, I am

Sincerely yours,

(signed) J. Homer Platten.

Austin C. Keough, Esq.,
Publix Theatres Corporation,
Paramount Bldg., New York City.

(C O P Y)

AFFILIATED THEATERS PROJECTS

1017 Rives-Strong Building
Los Angeles, California.

January 6, 1926.

Mr. Chas. Wellman, President,
Federal Commercial & Savings Bank,
Port Huron, Mich.

Dear Sir:-

Our building program for 1926 is now being formulated and this confidential inquiry is sent to some Banker in each of a limited list of cities that I believe present favorable aspects for the establishment of thoroughly modern theaters of the FIRST CLASS TYPE. Although a comprehensive answer to the questionnaire enclosed involves some thought and preparation, it is especially important that I should get a response of some sort, and if, for any reason, you cannot comply with my request, I will deem it a favor if you will select some RESPONSIBLE AND QUALIFIED PERSON to give the information desired and you will thereby be doing a distinct service to your home city.

Our theaters represent very heavy individual investments of capital that not only contribute to the happiness of an entertainment loving public, but are important factors in the commercial growth and advancement of the cities where they are located.

Take notice, please, that in every case, our NEW THEATER buildings surpass in cost, modernity, elegance and comfort, any similar structures now existing in their respective cities and mark a distinct advance in construction and operation that is fully in accord with the trend of the times.

It is my earnest desire to be informed and certain on two phases of your local situation, and will esteem it a favor if you will express your personal views thereon in a separate letter enclosure or on back page of the questionnaire. These two points are:

A- Do you believe your city "responsive" to such a project as is outlined here?

B- Does your city welcome new enterprises?

It is essential that I be satisfied on these points for our Theaters are a revelation of modern engineering, architecture and artistry--so far surpassing the ordinary "picture theater" that they actually create new standards and can only

hope to prosper where there actually exists a spirit of appreciation that will not be satisfied with anything but the BEST. So your opinion on this phase of your community spirit will be a valuable aid in arriving at a decision.

Should your report indicate that my judgment in adding the name of your city in our list of prospective locations was correct, I may then send a personal representative to examine the field and report back to me. Should this result in our entry into your field, I will be afforded the opportunity of reciprocating such favors as your courtesy may extend. I have yet to find where Good Will has ever been a liability in business-and hope this preliminary step may lead to something mutually profitable.

Need I add that so far as I am concerned, all information submitted by or through your good offices, will be held strictly confidential as it is against our policy to have any publicity given to any investigations covering prospective locations for the building and operating of new theaters through this organization and its affiliated companies. There need be no restraint however in consulting your business acquaintances or other sources of information but any undue publicity at this time would be unfavorable to arriving at an accurate estimate of the advantages of establishing a theater in your city, just as it would be elsewhere.

Trusting that this will receive your immediate attention and thanking you in advance for this courtesy, I remain

Yours very truly,

(signed) J.W. Patt

Managing Director.

BULLETIN

NATIONAL BETTER BUSINESS BUREAU, INC.

101 MADISON AVENUE, NEW YORK, N. Y.

FINANCIAL SECTION

March 7, 1928.

Bulletin No: 49

AFFILIATED THEATRES PROJECTS

J. W. PATT

Bankers have reported receipt of letters from the Affiliated Theatres Projects, 1017 Rives-Strong Building, Los Angeles, California, which made inquiry as to the desirability of their respective cities for the establishment of motion picture theatres. With these letters have been sent questionnaires to which the Affiliated Theatres Projects, on the representation that its building program for 1928 was being formed, requested that bankers make reply. In an interview with a representative of the Los Angeles Better Business Bureau, J. W. Patt, Managing Director of Affiliated Theatres Projects and the signer of the requests sent to bankers, stated that he had mailed such letters and questionnaires to bank presidents in 1,000 towns of from 5,000 to 15,000 population. Patt further declared that he proposed to finance theatres in towns which reported conditions favorable.

The California Corporation Department stated to the Los Angeles Better Business Bureau that J. W. Patt's broker's license was revoked in 1925 for failure to file the bond required by law.

When interviewed by the Los Angeles Better Business Bureau regarding his campaign in behalf of Affiliated Theatres Projects, Patt admitted previous connection with the Moore Motor Vehicle Company of Danville, Illinois, certain officers of which were convicted at East St. Louis on June 4, 1921, on charges of using the mails to defraud. Upon further questioning by the Los Angeles Better Business Bureau, Patt stated that he had abandoned the Affiliated Theatres Projects solicitation.

NATIONAL BETTER BUSINESS BUREAU
Financial Section.

Form 6 1081 6-49

INTER OFFICE RUSHGRAM

To MR. E. LINDEMAN

From MR. M. A. HILL Date March 30, 1936.

Buffalo, NY Ellen Terry Theatre

Referring to contract for DRUMS OF LOVE for the Ellen Terry Theatre, zone 3, Buffalo, please be advised that prior to this year the Victoria and Elmwood Theatres were sold jointly first and second run in that zone in Buffalo in which the Ellen Terry Theatre is located.

Early this season we took contracts for the Elmwood Theatre and held the same in order to secure contracts for the Victoria Theatre, but before we could consummate the deal with the Victoria Theatre, the Elmwood Theatre proprietor withdrew his applications. We have not since been able to sell DRUMS OF LOVE to either the Elmwood or Victoria Theatres and accordingly Mr. Lichtman came to the decision that it would be to the interest of this company and Mr. Griffith to accept contract of the Ellen Terry Theatre on the basis of straight fifty-fifty.

OK ML

M. A. Hill

MAH:RP

Universal Pictures Corporation

Universal City, California

CARL LAEMMLE
PRESIDENT

March 31st, 1926

Mr. D. W. Griffith,
United Artists Studio,
Hollywood, Calif.

Dear Mr. Griffith:

This will introduce to you Mrs. Olga Linck Scholl, who has been doing work for us on and off, for a great many years. I take great pleasure in recommending Mrs. Scholl to you, as a very capable woman. In fact, in many respects, she has extraordinary ability.

Mrs. Scholl wrote practically all the successes for the late Allan Halubar. The biggest thing she has ever done for us was Heart of Humanity, which was a war picture and did an immense amount of business for us.

Mrs. Scholl is particuarly gifted in the selection of box-office titles. If you have any stories with weak titles or titles that are not exactly what the story calls for, please give Mrs. Scholl a chance to make suggestions to you. I really think she will surprise you. Let her see the picture and then she will do the rest.

I am sorry I took up so much of your valuable time in writing this long letter, but it is written just as much in your interest as in Mrs. Scholl's.

With kindest regards and greetings, I remain,

Cordially yours,

Carl Laemmle

President

R:b

316 Rutland Rd.,
Brooklyn, N.Y.
March 31, 1920.

D.W.Griffith productions,
729 Seventh Avenue,
New York City.

Gentlemen:-

About two weeks I wrote you requesting that you send me some stills, (star stills) of Miss Lillian Gish from some of her old pictures for D.W.Griffith. I enclosed fifty ($.50) cents to cover cost for these pictures in my letter.

As yet I have not received a reply from you, but hope to at an early date.

I only desire a few pictures of Lillian Gish from a few of these:-

*Birth of a Nation	Way Down East
*Greatest Thing In Life	Daphne and the Pirate
Home Sweet Home	*Lily and the Rose
*Broken Blossoms	*Hearts of the World
Greatest Question	Great Love
Unseen Enemy	Romance of Happy Valley

<u>not</u> "Orphans of the Storm"

Please try and send me some stills of Lillian Gish from some of these pictures.

Thanking you in advance for the trouble, I am

Very truly yours,

S J Block

Dr. A. Schaumer
[redacted]
Telephon: Dönhoff 1254

Berlin SW 68, March 31 st 195[illegible]
Zimmerstr. 90

Mr. Albert H.T.Benzhaf
Counsellors at Law
Bush Terminal Building
150 West 42 nd Street
N e w - Y o r k.

Dear Mr. Benzhaf!
I thank you for your unsigned letter of February 29 th and agree with its terms.-
Very truly yours

Schaumer

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR T. DRISCOLL
RICHARD J. HAGGAT
ARTHUR H. WALSH
EDWARD C. RAFFERTY
BENJAMIN PERPER
LELAND T. ATHERTON
EDWARD J. CLARKE
CHARLES H. BERRY

MALEVINSKY & DRISCOLL
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

CABLE ADDRESS
"DRISCOLL N.Y."

IN RE

March 22, 1928

My dear Bert:

I have dictated hurriedly some minutes that we might consider tomorrow morning, and I welcome any suggestions or modifications that you may care to make.

I have tried to depart from the usual formalities and recite something that might please Mary as well as identify Mrs. Pickford with United Artists Corporation, to which she was greatly devoted during its history.

Sincerely yours,

Mr. Albert H.T. Banzhaf
130 West 42nd Street
New York City

DFO'B/IC

(Enc)

CHARLOTTE PICKFORD SMITH

The Board of Directors of the United Artists Corporation - assembled especially for this purpose, do record in its minutes, for themselves, the stockholders and officers of the corporation, the following:

1. That CHARLOTTE PICKFORD SMITH, known generally as CHARLOTTE PICKFORD, died on March 31st, 1928 at Beverly Hills, California;

2. That she was one of the Founders of, and from its beginning, an earnest and helpful Director of the United Artists Corporation, and was intimately associated with and actively engaged in the development of the new era of the motion picture business; and was prior thereto a well-known actress of the spoken drama;

3. That she possessed sterling and lovable qualities which endeared her to her associates and to the many persons whom she befriended;

4. That she added lustre to the name of "mother" by her ceaseless devotion to, and her maternal care of her well-known children - Jack, Lottie and Mary Pickford;

5. That in addition to the full performance of the many and varied duties in business and as Mother, she developed her talent as a painter and, as a result, many persons have beautiful mementos of her friendship;

6. That we express to her children the affectionate regard that we individually and collectively bear to their Mother and Her memory, and our sincere appreciation for the invaluable and inspiring services that she has rendered to the United Artists Corporation and to the motion picture business generally, and our great personal loss caused by her demise, and our sincere sympathy in this, their hour of great sorrow;

7. And that a copy of these minutes bearing the signature of each director be framed and placed upon the wall of the New York office of the United Artists Corporation, and additional copies sent to each of the children of CHARLOTTE PICKFORD SMITH.

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Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N. Y.

March 24, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Benshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 23rd instant in the above matter, with its enclosure of check to our order for $250. for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

March 26th, 1928

Myles Murphy,
1142 North Orange Drive,
Hollywood, Calif.

My dear Myles:-

Your letter written on St. Patrick's Day reached me a few days ago, and, believe me, I was pleased to hear from you.

No doubt, you were penning this message just about the time that I was on Fifth Avenue watching the parade go by. There is really no use of my describing the Parade to you, because you have probably seen more St. Patrick's Days in New York than I, so there is little I can tell you. However, some of the most loyal wearers of the green were just a little put out that Al Smith wasn't on the reviewers stand, and the fact that Jimmy Walker, our boy mayor, left for Florida on March 16th just made some of the boys downright angry and many threats of "Never again will I vote for Jimmy". But I took all of those with a grain of salt.

I have been up here some thirty days representing Mr. Griffith. So far everything has been very pleasant, and, while I have not worked so hard up to this time, it wont be long before I start to plunge in - that will be about another week away, when I will take the grip and hit the road.

As you no doubt know, Mr. A. Griffith Grey handles Road Shows for Famous Players, and Dick Mitchell is looking after the Los Angeles engagement. One day last week, I had a talk with Mr. Grey and suggested that, if there was a possible chance, I would recommend that he use you for some coast engagement. It seems that you are known in Mr. Grey's office, and that they at one time wanted you, but they are under the impression that you will not leave Los Angeles, so, if you have any other thought in mind and want to go trooping, I would suggest that you see Dick Mitchell, who is, after all, very familiar with what is being done along the coast, and, incidentally, when you see Dick, give him my regards.

If there is anything that I can do for you at this end, New York, please do not hesitate, though I hardly think it is necessary for me to tell you this - you know better.

With all good wishes, believe me

-4-

Sincerely,

SALES REPRESENTATIVE
D. W. GRIFFITH INCORPORATED
729 SEVENTH AVENUE
N. Y. CITY

EL:MM

March 27, 1924.

Mr. H. J. Black,
316 Rutland Road,
Brooklyn, N. Y.

Dear Sir,

In reply to your letter of March 21st, we wish to advise that your letter containing 50¢ for photographs of Miss Lillian Gish was not received at this office, and we would suggest that you look further into the matter.

We regret to advise that it is impossible for us to supply you with the photographs requested in your letter. We have only in our possession at the present time a library set of stills of several of the pictures mentioned, and for some of the others we have no stills due to the fact that the pictures are so old, so we are, therefore, unable to grant your request. If you will communicate with the Epoch Producing Corporation 130 West 42nd St., you may be able to obtain a few stills of Miss Gish in "The Birth of a Nation".

Very truly yours,

D. W. Griffith, Inc.

Secretary to Mr. Griffith.

CC/S

March 27, 1919.

Mrs. H. V. Singer,
Richmond, Va.

Dear Madam,

Since writing you a few days ago, we have noted the fact that the copy of your book "My Miss Nancy" which you sent for Mr. Griffith's consideration was inscribed to him by you, and we are therefore keeping this copy for Mr. Griffith's library, and wish to thank you for your kindness.

We are returning herewith the clippings sent with the book, as requested by you.

Very truly yours,

D. W. Griffith, Inc.

Secretary to Mr. Griffith.

CC/S

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7300

United Artists Corporation

JOSEPH M. SCHENCK
DOUGLAS FAIRBANKS
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

March 27th,1926

Mr.D.W.Griffith,
1107 Longacre Building,
New York City.

Dear Mr.Griffith:-

We are enclosing herewith for your information copy of Bulletin from the Motion Picture Producers & Distributors of America, Inc., listing the eliminations which have been made in First National and Universal pictures in Australia.

Yours very truly,
UNITED ARTISTS CORPORATION
T. P. Mulvoney
Foreign Sales Manager

TPM:DS
Encl.

FIRST NATIONAL PICTURES INC. report the following censorship action on their pictures in Australia:

PRIVATE LIFE OF HELEN OF TROY:

Reel 1- eliminate view of King lifting Queen's skirt.
In title "He's heard about that Queen of Sparta - and God says the King" omit underlined words.
Reel 2 - Eliminate view of man dressmaker kneeling at girl's bare legs.
Reel 3 - Cut out view of woman on bed swaying body.
Eliminate title "Does you think all husbands and wives should make up before they go to sleep."
Eliminate silhouettes and views of woman in diaphonous dress.
Reel 4 - Delete entirely last part of embrace of lovers in garden.
Reel 5 - Delete view of man and woman in each other's arms on boat deck.
Reel 6 - Eliminate view of woman holding aside cloak and man looking at her.
Cuts - 144 feet.

FRENCH DRESSING:

Reel 2 - Delete section of bedroom scene where husband appears.
Reel 3 - Delete exchange of wine glasses at supper in kitchen and reduce kiss to snap.
Reel 5 - Delete underlined words in subtitle "The thrill of a Paris night - the cool caress of the Bois- the gay bright boulevards- then wine women and song, near Montmartre."
Delete short shot at supper table where woman raises henri's hand from under table.
Reel 7 - Reduce kissing on garden seat to minimum.
Redu e section Henri making appeal in bedroom.

Cuts - 313 feet.

BREAKFAST AT SUNRISE:

Reel 1 - In scene between Madeline and Reginald over telephone, delete that portion of action showing another woman annoying Reginald as he speaks implying he has girl staying with him;
Delete subtitle: "Yes if you were here I know this would stop."
Delete close-up view of Madeline.
Reel 3 - Delete subtitles: (a) "And I can never love anyone but Reginald" (b) "We- we would have to live together" (c) ".....But in a nice way" (d) "We'll have twin beds and what not'." and substitute: (a) "Of course, that's understood, I can never love anyone but my Reginald" (b) "We can be married immediately and settle down and make them both mad with jealousy" (c) "We shall go

everywhere they go publicly; we'll make violent love to each other whenever they are looking" (d) "Done. It's a bargain. We'll be wedded forthwith.

Reel 4 - Eliminate first view of bedroom showing man and woman in beds, and shot of girl putting on stockings.
Delete subtitle "And then- breakfast at sunrise"-
Delete with ensuing action of couple eating breakfast under the trees.
Delete subtitle "So they were made one- their beds were made two and three weeks later" and substitute "The marriage of convenience had progressed but three weeks- and its progress was not of the smoothest."
Delete short flash of bedroom showing barrier between two beds. Two titles to stand to show that couple is at loggerheads.
Delete subtitle "Let me alone. A man should be master in his own twin beds."
Delete all following action and titles, joining up at point where Reginald is seen in cafe, after subtitle "For three weeks, etc." In cafe scene, titles to stand, and all action at this point to be kept to a minimum with short cuts- Girl will merely talk over phone with Reginald and next sequence will disclose she and Pierre fully dressed discussing Reginald's arrival.

Reel 5 - Where Loulou is at phone cut out suggestion that she is not dining alone.
Delete subtitle: "Now--cave-man me!"
Delete subtitle: "I'll see you tonight, love, all this time I've been true."

Reel 6- Delete subtitle: "An evening with Reginald was an evening indeed. Taxicabs often quivered for twenty minutes after he left them" and substitute "Madeline found he evening with Reginald somehow vaguely disappointing."
Delete subtitle "I shouldn't have to leave you dear. I adore you" and substitute "Goodbye dear- I adore you."
Delete following subtitles and action (a) "He may be asleep. You'll wake him." (b) Please don't. I'll give you an answer tomorrow." (c) "You're mine- you always were- you always will be."
Delete entirely action showing Madeline phoning Loulou asking if her husband has been there and getting an answer in the negative.
Delete shot of Loulou holding up old man's picture between her feet and then casting it aside.
Delete subtitle: "I hope Loulou knows that you eat watermelon in bed and are very careless with the seeds."

Reel 1- Delete subtitle: "New hotel opens in Paris, a city where gentlemen live to love and ladies love- to live?" (b) "At dusk the Hotel Splendide officially opens with every room taken- and every other room paid for," and substitute: "A hotel in Paris, city where gentlemen live to love and ladies love living " (b) "At dusk the Hotel Splendide officially opens with every room taken."

Cuts- 692 feet.

VALLEY OF THE GIANTS:

Reel 3- Reduce fight between two men, especially first of throwing against splintered tree and afterwards standing with blood on face.

Reel 7- Greatly reduce struggle between two men, especially hands in mouth, head in fire, all use of axes and pick and close-ups of faces.

Cuts - 196 feet.

UNIVERSAL PICTURES CORP. reports the following action on their pictures by the British Board of Film Censors:

HIGH FLYING GEORGE:

Reel 2- Delete silhouette of girl dressing seen on blind.

ANY OLD COUNT:

Reel 1- Delete incident of lady dropping her undergarments, and the subsequent by-play in connection therewith

Reel 2- Delete sub-title about Knight of the Garter.

RADIO TALK

My heavily enlightened friends who know all about what you want to hear insist that I must talk about motion pictures.

What is the motion picture? It is a series of photographs tied one to another, making a moving, flickering painting portraying one scene after another. The old stories, the makebelieve days to every human being that lives from childhood to the grave is thus put before your eyes. This is a motion picture.

What do you want? What are you most interested in? - you who are listening tonight. You cannot help it if it happens to be true. You are most interested in yourselves. What is most interesting to you - yourselves. What do you most dream about? What do you most desire? We that make motion pictures - silent shadows - to interest you must discover when we succeed in showing in our little plays what you are interested in. We succeed. We have success. When we fail, then it is a washout.

The most important thing about motion pictures is the rhythm - the tempo -- in other words the dance. The time of the picture. That is a picture that begins in a certain slow movement like the waltz, or one step or fox trot that you like to dance and then goes faster and faster to a climax. That is a rhythm to the tempo.

There is a man named Ellis, whom Mennekin, the greatest critic of modern times, says is the most civilized human being in the world, wrote a book called, "The Dance Of Life", in which he points out every motion of civilization. All art began in its beginning from dancing.

The only people who amounted to anything were dancing people.

We read in the Bible that David danced before the Ark. The people of the past were not ashamed of dancing. The savages danced that they might be strong in battle. The war dance of our native American Indians. This dance is tempo - is movement - is rhythm.

When you see a motion picture and it gets more and more dramatic and more and more thrilling, if you will remember this you will see that it is because of the tempo of the picture - the rhythm of the picture - the dance of the picture. The drama is well done. The dance of Life. The dance of hopes. The dance of dreams.

Of course I know all of you have danced in spirit - have danced in body and you have felt your heart dance perhaps in adolescence, when you were very young in love. You know what I mean. Now, I am getting down to something you understand - that I understand - the dance of life. The swing of life. The dance of your heart. You know when you were 17 or 18 perhaps 68 or 70, so long as you were in love. The dance of youth for love.

Winter, autumn - what matters the season - we will make it spring. We will hear birds singing. We will have blossoms fragrant in the air. Youth, side by side, a boy and a girl. There is nothing higher - not even the stars - nor deeper - not even truth, than the dance of love beating - beating - beating making a glorious movement. Every moment dancing - dancing by to the dance of love.

Of course, when we are practical we say that is a concrete building - the big apartment house, the great hotels, Wall Street, the big cities - are made of brick and mortar used as concrete. So they are. But are they that? They are just songs. You know,

just down to earth jazz songs sometimes and by great music other times, but they all come from the dancing rhythm of love in some man's heart who wanted to sing the love song to some woman so he sings in the song of achievement - of success in achievement,- in doing something big to show off before the girl friend.

This radio through which I am talking to you tonight, perhaps annoying you dreadfully, translates and sings around the world many beautiful songs and many glorious strains of music but the greatest song it can sing is the song that made it possible. You dont suppose that the man who invented this did it just to amuse himself. No, no. Forget that. It was a love song, thrilling to a woman's heart. The dance of life, the dance of love, and this day the motion picture translating to you a silent rhythm as best we can - a silent yet rhythmic song telling you these stories of love, of adverture and to you, the young boys who see before you the rhythm and song of the women of today, these young ones and old ones, every movement of their body is a rhythm and song. The greatest and sweetest rhythm and strongest song that has ever been sung must appeal to you as you see them. The flapper of today from 7 to 70, short-skirted, bobbed haired, clean, athletic, dainty - Oh what a lucky man is the man of today who is able to see the women of today as they make beautiful the dance of life. A little paint, a little rouge on the lips and they make themselves beautiful as a song - not for themselves but for the song of love in the rhythm of life - to be loved and every woman can be loved. When her heart is beating in this rhythmic way she is bound to be loved by some one, and every man and every woman is beautiful to

some one when their hearts beat to this tempo, this music, this jazz, - the song of love and this silent music, this tempo that makes motion pictures exciting, thrilling and stirring to you always has as its best one thing and one thing only and that is love. And that is the song and that is the dance and that is the music and that alone that will save the world. This silent music that shows to the world - to Germans - French - English - Americans, the mother of each of these nations with babies at their breasts and to the young boys and girls, Love of each of these nations holding hands and dancing to the old, old tune of love sideby side, without any gestures at all, telling each nation and every nation that the boys and girls, the mothers and perhaps all, all the nations are just alike, human beings, loving, working, playing and dancing in the way of life, and the motion pictures as well as any other business can help to wipe the most childish, most absurd and most hideous of all crimes against every human being -- that is war. An absurd crime that can only be wiped out this way - not by peace conferences - not by pledges - not by talk - but through and only through love.

March 28,1928

SUCCESS

What every picture aims to be we make a success.

I know everybody listening in tonight on the radio has an ambition to be a success. I wonder how many who are listening in - who walk, who talk, who eat, who sleep, who play, who pray - have the faintest idea of what it means. " Success.

The people who make motion pictures like the people who write stories and stage plays love to write about success, and know that every kid from ten to one hundred, both male and female, all want success. The hapless kids from high school on down to the end of so called getting an education want success. Every knee-showing flapper from twelve to one hundred and twenty also wants success. They want success in love.

You know that that is some subject - that subject. All kinds of love. Joyriding love, moonlight walking love, shy, frightened kisses for love, long drawn out kisses of love, naughty love, tender love, maternal love - love - love - love.

Particularly the girls. I don't mean any particular age, because women are always girls, and love their success in love. I don't think that they ever take anything else very seriously and perhaps they have the right idea.

But men like to show off their success in other things - to make great fortunes - to have the best automobile - to drive their automobile the fastest - to be experts in athleticism, in mechanicism - to wear the best looking clothes - to make the most money - to get a raise from the boss -- in other words, to have success --- success in everything.

I thought I had a great success in my last picture that I made when David Belasco, the greatest of all theatrical producers said - pardon me for making this statement, but since it is more or less in

the interest of motion pictures, that no art in poetry, nor painting, nor the words written for drama had ever expressed the story of love as had this motion picture. As he came out of the theater, every woman seemed more beautiful to him.

But I would like to make a picture that would show what I believe to be the real truth and that is that there are no homely people in the world. There isn't a homely girl in all these United States of America. In this day - this, what you might call the flapper age, is the day of the most beautiful women that have ever lived since the beginning of time. It is all nonsense about their morals. They are the straightest, squarest, cleanest, sweetest and most beautiful women from ten to one hundred that have ever lived, and the boys are not so bad either, but being a man, I can't enthuse over them so deeply.

I like to tell the stories of these people of this age and this day, and this is the story: That any man that has the love of one of these girls - remember I call them all girls from ten to one hundred - and looks at her as he should through the eyes of love and she, you poor fish, as she looks at you through the glasses of love -- then you have success.

Great Scotts Alive! It doesn't matter how fast your car goes - it doesn't matter whether you walk or ride - it doesn't matter on continental whether you are rich or poor, if in your own heart you have understanding and from your own heart you are able to wear the spectacles of understanding and love that will make all the world beautiful and you will be beautiful wearing them, because the only success that any human being can have is within themselves - within ourselves - and when we have understanding within ourselves and sympathy, then you can bet your last dollar that you will have the

nearest thing to happiness itself, and when all of us get this within ourselves, there will be no more wars and very little hatred and about as near paradise as anybody can dream of.

None of us can have success through possessing $1,000,000.00 which you can neither eat, drink, smoke nor digest, but you can only have success by sympathy, understanding and common sense, which regulates the tick-tock inside your own little self.

D. W. Griffith Radio Talk.

Listening to Mr. Feinhandler I really have been deeply moved. I thank you, Mr. Feinhandler. I think perhaps in down to earth plain American terms I thank you, Douglas. From one who has known him a long while I can truthfully say Douglas the generous and Douglas the just.

I believe it is announced that I am to speak on a subject that I am quite sure all those that are listening in know something about. The subject is old as the world and new as the dew on tomorrow morning's grass. The subject is "love."

One of the most appreciated compliments I have ever had was from Mr. David Belasco, the dean of all the stageproducers. It was after seeing my last picture that he wrote me saying that, and this I hesitate to say, but since it is a compliment to our industry as well as to myself will you pardon me if I do — "not even the medium of rythmic verse nor the analysis of prose had ever told the story of love as well as the medium of the motion picture as thus exemplified." Then he went on to say, "that every woman seemed more beautiful to him as he came out of the theatre."

Every human being in the world is or can be beautiful. Every human being in the world young or old, fat or tall, lean or short, is at some time, and perhaps the greater part of the time beautiful if only they are glorified by the glow of love in their souls which radiates in their faces and every movement of their bodies. It is again doubly glorified by some one that looks upon them wearing the glasses that

glorify all things, the glorious of love. These are not just empty words I am saying. Think it over. What is there in the world but love? What is the most potent power, but love.

In your practical minds you say the buildings, the skyscrapers in the cities, the buildings that flank the streets of our towns and villages, the great hotels, the great apartment buildings are made up of concrete, brick, mortar, stone, steel, no one can deny that. That's plain common sense and an evident fact. That it over sense. Just think it over and you will realize the power that put all that brick and mortar and stone and concrete together was love.

All men and women have ambitions. Men work their heads off to put up these buildings, to invent, to accomplish, to achieve, to write, to do—why, to prove to some one that they are important. The greatest works that have ever been done by the brain and hand of man are only feeble monuments of the great love burning in their hearts for some woman. These buildings and these achievements are not mechanical or economical ventures, but they are monuments to love.

The disk before me, the only instrument I can say that sends music, song, words around the world—a miracle into which one can speak here, and be heard thousands of miles away — the radio. Don't you suppose the men who worked on that, the brains that achieved this were thinking between times and most of the time, "I'll show her—I'll show some one—they will be proud of me—I will do this for her."

Never since the beginning of time have there been so many beautiful women as there are today, and it is all nonsense about

flapperism and the going away from the old morals. Girls were never so straight, so clean, so high class, and certainly never half so beautiful. They cultivate their beauty, they cultivate their minds, they are graceful, they are sweet--ah, to win the dearest thing there is in the world, love from mankind. That is the motive that differentiates our civilization from dirty savages--love to win this great approval, enclosement love.

Autumn, winter or summer, we will make it spring--you know what I mean. Perhaps it is moonlight. She is near you--he is near you close together hand-in-hand. Let us have the birds singing and the moon shining or clouds, it matters not. There is nothing wrong with that kind of love boys and girls--anyone from seven to seventy. It is what makes the world go round. Isn't it,children?

And now in closing perhaps still even a greater love, the love of man for mankind, for his brothers. If this love had been understood and had been a code of all the nations of the world the great war we have just suffered from would never have been. We would not have had that most horrible blot upon our civilization where nine million of human beings were murdered. We would not have tens of thousands of men blind, forever walking in darkness. We would not have had the cry and moan of suffering humanity. I have seen them--long, long lines in the hospital pouring antiseptic on their wounds while they chatter and scream in horribly agony. All this suffering, all this agony, all this horror bore enough hate.

You may have peace conferences and disarmament arrangements.

You may have talk and words but you will never have an end to these terrors and horrors of wholesale murder just as filthy, indecent and terrible as that of any bandits shooting down innocent people in our great cities.

War, most terrible of all monsters can only be slain by one thing, understanding between the peoples of the different nations of the world, understanding which is brought about only through, by and with one thing, and one thing only, and that is love.

.....

Listening to Mr. Fairbanks I really have been deeply moved. I thank you Mr. Fairbanks. I think perhaps in down to earth plain American terms I thank you Douglas. From one who has known him a long while I can truthfully say Douglas the generous and Douglas the just.

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Autumn, winter or summer, we will make it spring-- you know what I mean. Perhaps it is moonlight. She is

near you -- he is near you alone together hand-in-hand. Let us have the birds singing and the moon shining or clouds, it matters not. There is nothing wrong with that kind of love boys and girls--anyone from seven to seventy. It is what makes the world go round. Isn't it children?

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Our most terrible of all monsters can only be slain by one thing, understanding between the peoples of the different nations of the world, understanding which is brought about only through by and with one thing, and one thing only, and that is love.

Form 1201 B

CLASS OF SERVICE

This is a fullrate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
DNM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is PACIFIC TIME.

Received at 1450 Broadway, New York "UPSA"

NB518 52 COLLECT DL XU=HOLLYWOOD CALIF 28 1122A

MISS C M CONWAY, D W GRIFFITH INC=
1476 BROADWAY=

216

PLEASE GET IN TOUCH IMMEDIATELY WITH KENNEDY THE RADIO MAN FOR COLLIERS ASK HIM IF HE THINKS IT ILL ADVISED FOR MR G TO REPEAT THE SPEECH HE MADE FOR COLLIERS ON LOVE OVER NATIONAL CHAIN THURSDAY IF MANY PEOPLE WHO HEARD SPEECH BEFORE WOULD BE LISTENING IN AGAIN WIRE TODAY=

WILLARD.

Form 1228 A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NO.	CASH OR CHG.
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 28, 1928.

Day Letter

Mr. Willard Griffith
United Artists Studio
Hollywood, Calif.

Kennedy says response to Collier Love speech was very widespread therefore doubtless many who heard it will be listening in again but thinks it perfectly allright repeat speech retaining main theme but changing detail somewhat stop Sends regards to Mr Griffith stop Regards

C. M. Conway

Form 1201 B

CLASS OF SERVICE

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WESTERN UNION

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at the Journal Bldg., 7 N. Forsyth St., Atlanta "LIKAT" Grey

DB523 29=HOLLYWOOD CALIF 23 553P 1928 MAR 28 PM 6 14

T E DILLARD, MANAGER UNITED ARTISTS EXCHANGE=
106 WALTON ST ATLANTA GA=

PLEASE WIRE CARD UNITED ARTISTS STUDIO HOLLYWOOD HOW DRUMS OF LOVE WENT OVER FINANCIALLY AND OTHERWISE AT THE FAIRFAX THEATRE MIAMI PLEASE SEND REVIEWS AIR MAIL KINDEST PERSONAL REGARDS=

D W GRIFFITH.

Fairfax (set back) Miami Fla 4/14 - Have wired release

Thate

Form 1228 A

Charge to the account of Individual Films Inc. $

WESTERN UNION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER	X	WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

NO.	CASH OR CHG.
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Mar 29 1928.

D W Griffith
United Artists Studio
1041 North Formosa Avenue
Hollywood, California.

VIEWED DRUMS ALL AGREE THIS VERSION IS A DECIDED IMPROVEMENT AND PERSONALLY THINK FINISH HAS TREMENDOUS WALLOP STOP WILL TRY AND GET CRITICS TO REREVIEW AND FEEL SURE WE CAN STOP THINK YOU SHOULD APPROPRIATE ABOUT TWENTYFIVE HUNDRED DOLLARS FOR SPECIAL ADVERTISING NEW YORK ENGAGEMENT STOP LAST COMMAND AND LEGION OF THE CONDEMNED EACH SPENT THIS AMOUNT IN ADDITION TO REGULAR THEATRE ALLOWANCE WHICH IS ABOUT THIRTYFIVE HUNDRED DOLLARS IF YOU AGREE WISH YOU WOULD SEND ON WIRE SUGGESTING LINE OF ADVERTISING TO BE USED TO PLAY UP LOVE AND FRANCESCO DI RIMINI AS GREATEST LOVE STORY WRITTEN REGARDS

Grey

X/

MEMORANDUM

TO: Mr. Smith
Mr. Lindemann
Mr. Solan

March 30, 1938

FROM: Mr. Shapiro

Grace Smith has hit upon the idea of getting the critics to re-review 'Drums of Love.' He states a letter should be sent to them as follows:

> "'Drums of Love,' produced by D. W. Griffith, and shown for the first time at the Liberty Theatre, was made for you who are ever mindful of the artistic values in motion pictures and the splendid things Mr. Griffith has given to the screen.
>
> 'The new ending, as powerful as the former ending, is now aimed directly at the box-office.
>
> 'We bespeak your cooperation in seeing this picture again, when it is shown at the --- Theatre, as we know your audiences would be interested in knowing what Mr. Griffith has added to 'Drums of Love.'"

Will you kindly let me have your reaction to this before we even approach the critics?

V.M.S.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To VICTOR SHAPIRO

From E. LINDSMAN

Date MARCH 29th, 1928

Time

Reply to

I have your memorandum in which you give Mr. Smith's idea of getting the critics to re-review "DRUMS OF LOVE".

I think this is a great idea, and, unless definite objections come from Mr. Griffith himself, I think it should be used.

We will, of course, have received some communication from Mr. Griffith before we definitely settle on the suggestion.

E. L. L.

ELL/MM

Please make all replies on back of this memorandum.

Form 1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — A. B. WILLEVER, FIRST VICE PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Hotel Prisement, Broadway and 74th Street, New York

1928 MAR 30 PM 5 27

NA254 21=SARANACLAKE NY 30 449P

EDWARD LINDERMAN=

243 WEST END AVE=

TOM PASSED AWAY AT FOUR PM BODY AT 8512 7TH AVE BROOKLYN WILL PHONE YOU FROM THERE=

DOT SENECA

McKeon
7 476 7308
near 5th ave
Bay Ridge ave

Pa a Beach line
quit off 59th
change to 4th ave local
to 86 at Station
86 to 4th ave
got to 83 at 7th ave
83rd st
4th ave train
Thos Fleisch
8509
phone Rd

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To MISS RUSK

From E. LINDEMAN

Date MARCH 30th, 1928

Time

Reply to

Will you please notify me as to how many prints of DRUMS OF LOVE have been shipped from the studio to the various exchanges and on what dates the shipments were made.

This will enable me to schedule my visit to the various exchanges, as I do not wish to call on them until after they have received a print of the picture.

E. LINDEMAN EL

EL/MM

Please make all replies on back of this memorandum.

Phone GRanite 9111

D. W. GRIFFITH PRODUCTIONS
United Artists Studios
1041 NORTH FORMOSA AVENUE

LOS ANGELES,
March 30,1928

Miss C. M. Conway
D. W. Griffith, Inc.
1476 Broadway
New York, N. Y.

Dear Miss Conway:

I have wired Mr. Buckley not to submit "Drums of Love" to censorship until he received my letter. On second thought I judged it not for the best to write him as it should be kept secret and confidential if it got into anybody's hands. You, personally, can see Mr. Buckley and tell him what I am writing you.

I happen to know that Mr. Wingate upon seeing picture on opening night remarked that the girls had passed up several things besides the cuts they had made.

I do not see any necessity of showing the first part of the picture to the censors if you can avoid it - merely the finish. But, if they insist on seeing picture, let Mr. Buckley make all the eliminations that they suggested. About the only two that mean anything are:

The scene in end of Reel Six where Leonardo enters room to Emanuella, falls on his knees, kisses her skirt and also goes on up to her shoulder. They can cut out the middle of this - merely have him drop on his knees, not kissing her skirt but then kissing her on the shoulder.

Then the second scene in Reel Seven, on couch after we show Marshall looking through the curtains at Emanuella and Leonardo. They can eliminate the business of Leonardo pulling Emanuella to him.

They can make these eliminations. Then after they show them to the censors, they can put them back again, as we did in the New York showing, as they make such a slight difference that there is a slight chance of any of the inspectors noticing it.

Kindest regards and hope you get away with it.

Yours very truly,

D. W. Griffith

DWG:AF

CERTIFICATE OF SURVEY.

Shanghai, China, March 30th, 1928

SURVEY REPORT

THIS IS TO CERTIFY that we, Eisler, Reeves & Murphy, Inc., of 3 Canton Road, Shanghai, China, Marine, Cargo & Engineer Surveyors, Surveyors to the American Bureau of Shipping, American Consulate General, American Chamber of Commerce, and various other companies etc., did on the 30th of March, 1928, at the request of MESSRS. ETIENNE & ETIENNE, Shanghai, China, attend for the purpose of witnessing the destruction by fire of the following Cinema Films.

Titles												
Way Down East No.1	Part	1	2	3	4	5	6	7	8	9	10	11
	Feet	700	900	800	700	800	900	700	900	900	900	900
Way Down East No.2	Part	1	2	3	4	5	6	7	8	9	10	11
	Feet	900	900	800	800	900	800	800	900	900	600	800
Mother & the Law	Part	1	2	3	4	5	6	7				
	Feet	900	900	700	900	800	900	800				
Orphans of the Storm	Part	1	2	3	4	5	6	7	8	9	10	11
	Feet	900	900	900	700	900	900	900	500	700	800	900
-do-		12										
		900										

making a total of 41 rolls of cinema films total gross weight 165 lbs.

WE HEREBY CERTIFY that the above noted 41 rolls of cinema films, were totally destroyed by fire in our presence at 285 Route Frelupt, Shanghai, China, on the 30th March 1928, and that no part of such films remains.

Signed in triplicate the 30th day of March, 1928.

EISLER, REEVES & MURPHY, INC.,

By Frank Kalos

Marine and Cargo Surveyors

FL:M

DEPOSITED WITH

PACIFIC-SOUTHWEST TRUST & BANK

[illegible]

COMMERCIAL DEPOSIT

March 30, 1937 192

IN RECEIVING ITEMS FOR DEPOSIT OR COLLECTION, THIS BANK ACTS ONLY AS DEPOSITOR'S COLLECTING AGENT. AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERE SUBSCRIBED AND ACKNOWLEDGED BY THE PROVISIONS OF SEC. 150 OF THE BANK ACT OF THE STATE OF CALIFORNIA

FOR ACCOUNT OF

D. W. Griffith

PLEASE LIST CHECKS BY NUMBER OF DRAWEE BANK, OR, IF NOT GIVEN, BY NAME OF CITY.

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS		
proceeds mortgage loan #12904-R	$35,995.35	
TOTAL		

DUPLICATE

(Original ..... Items, $ .....)

Present with Pass Book for entry.

M. Butsko

TELLER

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N. Y.

March 31, 1928.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 30th instant in the above matter, with its enclosure of check to our order for $250. for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

Telephone KEnmore 4311

United Artists Corporation
42-43 Stanhope St
Boston, Mass.

March
31st
1920

Mr. Edward Lindersman
HOME OFFICE

Dear Mr. Lindersman:

I looked at DRUMS OF LOVE here in Boston and have written the various Canadian Exchanges with reference to censorship. I think perhaps we will be able to get the picture passed in all Provinces with few cuts.

Incidentally, the picture looks like real box office with its present ending.

Regards.

Very truly yours,

H. M. Masters

H. M. Masters
Gen. Mgr. Canadian Exchanges

HMM:MN

INDIVIDUAL FILMS, INC.
ROAD SHOW DEPARTMENT
Sixth Floor
PARAMOUNT BUILDING
TIMES SQUARE, NEW YORK
CHICKERING 7010

A. GRIFFITH GREY
GENERAL MANAGER

April 2nd, 1928.

Mr. Edward L. Lindeman,
United Artists Corporation,
729 Seventh Avenue,
New York.

Dear Ed:

I am enclosing herewith copy of wire I just received from Mr. Griffith, which is self-explanatory. Show same to Vic Shapiro.

I have talked to Mr. Botsford and he thinks that most of the money should be spent on the tabloid papers and I agreed with him on this. He also thinks that it won't be difficult to get the critics to re-review the picture. I am sure that if Vic Shapiro and Mr. Botsford get busy, and I understand that they are both busy boys, they can get them to review it and tell the truth, that the other ending was very dramatic and almost morbid, but artistic, and this kind of ending, with rare exceptions, have not been accepted in the picture houses. One of Mr. Griffith's failings is to make pictures for the critics and the high-brows. He has tried to remedy this picture so it will make money in the picture houses.

I think it would be just as well to show this letter to Vic Shapiro along with the wire and this is your authorization to okay this $2500 extra expenditure.

Sincerely yours,

A. Griffith Grey

AGG.w

Cable Address "Moodystor"

MOODY'S INVESTORS SERVICE
JOHN MOODY, President
35 Nassau Street, New York

Boston
Chicago
Los Angeles
Philadelphia

Correspondents of
MOODY'S INVESTORS SERVICE, LTD.
70, Cornhill, London, E.C. 3

April 8, 1938.

Mr. Albert L. Gray, Gen. Mgr.,
Griffith (D.W.) Inc.,
1476 Broadway,
New York City

Dear Sir:

The revised statement of your company for publication in the forthcoming edition of Moody's Manual has not been received, according to our records.

Your co-operation will be appreciated in order that the latest information may be shown in the new edition now going to press. In the event that the statement for revision has not been received a duplicate is submitted for your attention. If the data is not yet available, kindly advise when we may expect it.

Thanking you for your courtesy, we are

Very truly yours,

J. Schaefer
Manual Department.

JS'EG

For MOODY'S MANUAL OF INVESTMENTS

INDUSTRIAL SECTION

RETURN TO

MOODY'S INVESTORS SERVICE

35 NASSAU STREET, NEW YORK

Kindly revise statement herewith from last edition, supplying any matter omitted, together with additional data including latest published report for the new edition now in preparation. Latest information is requested regarding management, capitalization, bonded debt, dividends, etc.

☛ If the necessary data is not yet available, kindly advise when we may expect it.

GRIFFITH (D. W.) INC.: Incorporated under the laws of Maryland in June, 1920, and acquired the entire business formerly operated and owned by D. W. Griffith. Property acquired includes the Griffith studio at Mamaroneck, on Long Island Sound, New York, including 58½ acres of land, buildings and equipment, together with ownership of a large number of released productions, productions in process and rights for future productions and existing contracts with distributing companies, etc. The corporation also holds a one-fifth interest in the United Artists Corp.

MANAGEMENT: OFFICERS: D. W. Griffith, Pres.; Albert L. Grey, Vice-Pres. and Gen. Mgr.; J. C. Epping, Treas. and Business Mgr.; A. H. T. Banshaf, Sec. DIRECTORS: D. W. Griffith, Albert L. Grey, J. C. Epping, Albert H. T. Banshaf, Lee Benoist. OFFICE: 1476 Broadway, New York.

OPERATING Loss, year ended Dec. 31, 1924, $403,294.

Make necessary additions and revisions to assure accurate presentation of facts.

Please fill in income account and balance sheet for latest fiscal period.

COMPARATIVE BALANCE SHEET, AS OF

ASSETS:	Dec. 31, '24	June 30, '23	Dec. 31, '22
*Plant and equip...	$1,278,253	$1,421,451	$1,438,470
Good-will, conts., etc.	802,864	802,864	802,864
Investments	35,000	35,000	35,000
Inventories	*1,162,598*	*1,498,130*	*1,535,943*
Accounts receivable.	*76,927*	*112,962*	*54,550*
Cash	*663*	*151,500*	*6,246*
Cash val. life ins...	*29,109*	.....	.....
Org. expenses	44,092	44,092	44,092
Deferred charges ..	9,773	34,760	16,192
Deficit	1,142,092	135,812	172,850
Total	$4,581,371	$4,236,571	$4,106,207

Date_____

_____

Official Furnishing Information

EI 13—7000-9-27

Liabilities:	Dec. 31, '24	June 30, '25	Dec. 31, '25
Capital stock	[illegible]	[illegible]	[illegible]
D. W. Griffith	.....	[illegible]	[illegible]
Loans	[illegible]	[illegible]	[illegible]
Accounts payable	[illegible]	[illegible]	[illegible]
Mortgages	[illegible]	[illegible]	[illegible]
Reserves	[illegible]	[illegible]	[illegible]
Total	$4,001,271	$4,236,071	$4,106,207

† After depreciation reserve to Dec. 31, 1924, $940,534.

‡ Represented by 121,693 Class A and 375,000 Class B no par shares.

Working Capital	$135,650	$1,015,444	$1,025,011

NOTE: Company has no bonded indebtedness but acquired the property subject to mortgages and purchase obligation, aggregating $358,000, of which $120,500 outstanding, as of Dec., 1925.

CAPITAL STOCK: 1. D. W. Griffith Inc. class A stock: Authorized, 125,000 shares; outstanding, 121,693 shares; no par. No bonded debt. Has preference as to assets up to $25 per share in case of voluntary liquidation and up to $20 per share in case of involuntary liquidation. Then class "B" shall receive the same amount per share after which all further amounts will be distributed pari-passu to both classes of stock. Class "A" shall receive non-cumulative dividends of $1.50 per share per annum after which a fund of $1 for each share of class "A" stock outstanding must be set aside on or before Sept. 1, of each year for redemption or purchase of class "A" at not exceeding $15 per share on four months' notice. After which class "B" shall be entitled to $1.50 per share and further dividends to be distributed pari-passu to both classes. Company cannot create or assume any mortgage, except purchase money obligations, nor create nor assume any debt running longer than one year without the consent of holders of a majority of class "A" stock; company shall not without like consent create or issue stock on a parity or prior to class "A". Initial class "A" dividend of $1 a share paid March 4, 1921; July 22, 1921, 50 cents; none thereafter to April 1, 1927.

Offered (125,000 shares) at $15 per share in July, 1920, by Counselman & Co., Chicago and Milwaukee; Bertron, Griscom & Co., Inc., New York, and Poe & Davis, Baltimore.

2. D. W. Griffith Inc. class B stock: Authorized and outstanding, 375,000 shares, no par value. No dividends paid on class B. B shares issued to and held by D. W. Griffith for property acquired.

Transfer Agents: Central Trust Co., of Illinois, Chicago and Central Union Trust Co., New York. Registrars: Continental and Commercial Trust & Savings Bank, Chicago, and Guaranty Trust Co., New York. Class A quoted on New York Curb Market.

PRICE RANFE:	1926	1925	1924	1923
Class A	1⅛–½	1⅜–.65	3⅝–¾	6½–¾

Form [illegible]

INTER OFFICE RUSHGRAM

To MISS CONWAY

From MR BUCKLEY

Date APRIL 3, 1938

Attached is copy of eliminations ordered by the New York Board - and for your information am enclosing copy of telegram concerning same, which I have sent to Mr. Griffith.

HARRY D. BUCKLEY

HDB:FG

Form 1228 A

Charge to the account of D. W. Griffith, Inc. $

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 5, 1928

Day Letter

Mr. D. W. Griffith
United Artists Studio
Hollywood, Calif

Mr Buckley had sent print to censors Friday therefore changes suggested your letter thirtieth to me which was received yesterday could not be made stop List of eliminations coming thru this afternoon and will send same airmail stop Kindest regards

C. H. Conway

Form 1228 A

Charge to the account of _____ $_____

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

DAY LETTER APR 3,1928

D W GRIFFITH
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA ST
HOLLYWOOD CAL

NEWYORK BOARD ELIMINATIONS FROM DRUMS PRACTICALLY SAME AS ORDERED FROM FIRST VERSION STOP DONT CONSIDER THEM SERIOUS FOLLOWING ARE CUTS STOP REEL FOUR CUT TO FLASH SCENE BETWEEN CATHOS AND EMANUELLA FIRST NIGHT OF MARRIAGE STOP REEL SIX ELIMINATE SCENE LEONARDO KISSING EMANUELLA ON KNEES AND BREAST STOP REEL SEVEN IN SCENE WHERE LEONARDO AND EMANUELLA ARE EMBRACING ON COUCH ELIMINATE ALL VIEWS WHERE LEONARDO DRAWS EMANUELLAS BODY CLOSE TO HIS ELIMINATE VIEW OF LEONARDO APPARENTLY LYING OVER BODY OF EMANUELLA ON COUCH STOP REEL EIGHT ELIMINATE VIEW LEONARDO LOCKING DOOR AFTER ENTERING EMANUELLAS APARTMENT - ELIMINATE SCENE LEONARDO KISSING EMANUELLA AS HE KNEELS IN FRONT OF HER ON COUCH STOP REEL NINE ELIMINATE SUBTITLE QUOTE THAT WAS ALL THERE WAS NO MORE THAN THIS END QUOTE STOP IS IT OKAY FOR US TO MAKE CHANGES ORDERED THINK POSSIBLE GET SOME CONCESSIONS STOP WHAT MODIFICATIONS OF ABOVE LIST DO YOU THINK MOST IMPORTANT WE TRY TO SECURE REGARDS

HARRY D BUCKLEY

CHARGE
UNITED ARTISTS
729-7th Ave

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To

From Mr. F. Shanley

Mr. S. Lindeman

Date

Time April 3, 1930

Reply to

Attached copies of correspondence will give you and idea of what Mr. Griffith's thoughts are relative to the publicity on ROMA UP LYN.

This is your authorization to spend $3000.00 in extra advertisement for the engagement of that picture for the Rialto Theatre, New York. In accordance with the thought Mr. Griffith has expressed in the attached wire he sent Mr. Gray.

S. Lindeman

IS

Please make all replies on back of this memorandum.

April 3, 1928.

Mr. Samuel Rothafel,
Roxy Theatre,
50th Street & 7th Ave.,
New York City.

Dear Sir,

As per your conversation with Mr. Lichtman of the United Artists Corporation, we are arranging to send you on Thursday, April 5th, a print of "WAY DOWN EAST" for screening.

The purpose of this letter is to explain to you in advance that the print we are sending is not a new print and is only in fair condition. As you no doubt know, "WAY DOWN EAST" has been off the market for some time and for that reason there are no new prints on hand. We selected the best of the used prints we have and we believe you will find it satisfactory for your purpose. Needless to say, when general release of the picture is arranged, conforming with Mr. Griffith's strict policy, brand new prints of excellent quality will be used for distribution.

We wish to take this occasion to thank you for your courtesy in screening the picture and for your kind indulgence regarding the print.

Very truly yours,

D. W. Griffith, Inc.

for Mr. Griffith.

April 5, 1926.

To: Mr. Griffith
Avenue G. H. Gateway,

Dear Mr. Griffith,

I wired to you today to the effect that Mr. Buckley had submitted the print of "DRUMS OF LOVE" to the censor board here last Friday. Your airmail letter of March 30th reached me yesterday, but this, of course, was too late to make the cuts as you suggested. At any rate, I saw Mr. Buckley yesterday afternoon and conveyed to him somewhat the idea you had in mind when you wired him. He did say that even had he had your idea through your letter to me before the print was submitted that he was very much afraid that the matter could not be handled as you suggested for the reason that Mr. Wingate made quite a fuss about all the cuts not being made when we opened at the Liberty, and he was sure that the circumstances would be remembered as Mr. Wingate had made it a point to go on record by writing the United Artists as to why the proper cuts were not made before the opening at the Liberty.

I am attaching hereto copy of the eliminations by the N. Y. Censor Board as of April 2nd. When Mr. Buckley sent this to me to-day he also sent a copy of his wire to you wherein he gave you these cuts in detail so therefore I presume by the time this letter reaches you, you will have wired him whether or not you wish him to go about getting the concessions he mentions therein.

I am sorry that this matter had flown past me before I even had a chance to see whether or not "we would get away with it", but as the "guardians of our morals" have sharp eyes and even sharper memories perhaps the efforts would have met with little success.

I trust you are very well and happy, and remain with very kindest personal regards,

Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201 S

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SF167 40 NL=HOLLYWOOD CALIF 3 1928 APR 4 AM 2 33

MISS C M CONWAY,D W GRIFFITH INC=
1476 BROADWAY NEW YORK NY=

BUCKLEY HAS SENT ME A LIST OF ELIMINATIONS AND I HAVE
WRITTEN HIM THAT YOU HAD SOME IDEAS FROM STAFF HERE
CONCERNING ACTION THAT WE MIGHT TAKE I WROTE YOU ABOUT
REPLACEMENTS NO NECESSITY TO SHOW THEM LETTER KINDEST REGARDS=

=D W GRIFFITH.

April 4th 1930.

Mr. Gerald F. Bacon,
130 West 44th Street,
New York City.

Dear Mr. Bacon:

Relative to your picture rights to the play entitled AN ENEMY TO THE KING by Rupert Nelson Stevens, I have searched the dramatic copyright records of Washington, D.C. and can find no record of copyright of this play. Will you kindly tell me if the same has been copyrighted and if so, when. Also kindly let me see your chain of title in order that I may be able to advise my clients relative to chain of title .

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB:GDM

114

New York, N.Y.

April 4th 1928.

Mr. Albert H.T.Banshaf,
130 West 42nd Street,
New York City,

Dear Mr. Banshaf:

I am the owner of the motion picture rights of the famous play entitled ENEMY TO THE KING, written by Rupert Nelson Stevens.

This play was picturised some years ago by Stuart Blackton, but his rights to the motion picture expired in 1927. After the expiration of these rights I gave DeMille an option to purchase this play for motion picture purposes, which option has expired or lapsed. There is no other option outstanding for this play, neither is it hypothecated or are there any liens against it and I am the sole owner and have the sole right to sell the motion picture rights.

I hereby authorize you to sell the motion picture rights for $25,000. or at a lesser sum which we may mutually agree upon and in case you sell the same you are to receive the usual 10% commission. You are to advise me from time to time the names of the parties to whom you have offered the motion picture rights for sale and in case these parties should buy the same at any time within a period from six to nine months you are to receive your commission as the instigating cause of the sale.

However, I reserve the right myself to sell this property to any others at any time before an actual acceptance is made by any of your would-be purchasers.

Very truly yours,

Gerald F. Bacon.

M

1928

MR. SOTHERN'S NEW ROMANTIC ROLE

"AN ENEMY TO THE KING", Mr. Stephens's play, successfully produced at the Lyceum.

Beautiful Stage Picture

Scenes laid in France during the stormy reign of Charles IX.

Strong story well told

Lyceum Theatre:--"AN ENEMY TO THE KING", a romantic drama in four acts, by R. N. Stephens.

Ernanton de Launay.....E. H. Sothern
Claude de la Chatre.....Arthur H. Lawrence
Guillaume Montignac.....Hayden Erlynne
Vicomte de Marquin.....Morton Selten
Blaise Frémault.....Howard Brakstone
Gilles Barbemouche.....Daniel Jarrett
Rougin.....John C. Collins
Godeau.....Ernest Tarleton
Pinto.....Norman Purr
Julie de Varion.....Virginia Harned
Jeanette.....Jeanette Lowrie
Marianne.....Kate Pattison-Selten
Bribri.....Violet Rand
Giralda.....Roy de Barrie

Mr. Sothern made a most felicitous rentree at the Lyceum last evening. "AN ENEMY TO THE KING", Mr. Stephens' first essay in romanticism, I believe, is a series of exquisite pictures of the France of the closing decades of the sixteenth century, which once seen will not be soon forgotten.

The spirit of the time has been firmly grasped. The white plumed Henry of Navarre lives once more, the idol of the Huguenot. The terrors of that St. Bartholomew night linger in the air. This is the period so rich in romantic suggestiveness, when beauty was the prize of valor, when deeds of daring were inspired by love, qubition or religion, in which Ernanton de Launay lived, moved and had his being.

I use these words advisedly. Did not Mr. Sothern vitalize this creation of the playwright's mind last evening?

No need to elaborate upon the details of the plot. Suffice it to say that it hangs upon the fate of M. de

Marion, who, in the generosity of his soul, although a loyal subject of the reigning sovereign, Charles II., and a devout Catholic, had given offence to La Chatre, the Governor of the province, by sheltering fugitive Huguenots from the fanaticism of their pursuers. The Governor has thrown him into prison, and his fair daughter, Julie, secures the promise of an order for his release the moment she succeeds in having de Launay, the Huguenot leader, brought before him. She doesn't know de Launay, and for her father's sake chokes back the sense of dishonour which follows her acceptance of the terms. She is to lure de Launay to a tryst that shall be an ambuscade.

Of course, chance unexpectedly brings Julie and de Launay together. He is travelling with his valet, but has disguised himself by changing costumes with his retainer. His timely sword repels the unwelcome attentions of the Viscomte de Berquin. He is forced to admit his nobility, but not yet does she suspect that he is the Sieur de la Tournaire, the Governor's intended victim. She even asks him to lead her to his secret hiding place. He consents, telling her that the Sieur is his best friend. The revelation shocks her; contending emotions rack her soul -- the love which pure woman feels for true manhood striving for mastery with filial affection.

And so the play works up to a thrilling climax. Her passion for de Launay when she discovers his identity overwhelms the love of parent. She rushes to the Governor, whom she has in a moment of weakness informed of de Launay's hiding place, to retract her pledge. It looks very dark for her, for her father, and for her lover, but the playwright is equal to the occasion. De Launay appears on the scene, the Governor is brought to terms and all the good people in the piece are made happy, while the artful villain who conceived the whole plot, the Governor's secretary, meets a well deserved fate at the point of de Launay's sword.

Mr. Sothern, to my mind, handled his part with rare skill. The little Sothern mannerisms were not totally effaced, but they are always too graceful to give offence. He is not the gloomy, Psalm-singing Calvinist that we are wont to imagine the conventional Huguenot. He has espoused the cause from an instinct of chivalry rather than Puritanism. You like all the better for it. The bond of human sympathy is palpable. His love making is irresistible. We are not surprised that filial affection melts before the glow of its ardor.

Miss Virginia Bernard is to be congratulated upon the exquisite womanly grace with which she invested the role of Julia. And it is only due to her to say that she had just four days to acquire the part, having been substituted for Miss Grace Kimball, whose illness prevented her from appearing in the part.

The remainder of the support was commendable, and I was much pleased with the evenness of the performance. The scenic effects were especially beautiful, while the fidelity of the costumes to the period of the play left little to be desired.

----oOo----

" AN ENEMY TO THE KING "

BY

Rupert Neilson Stephens.

GERALD F. BACON.
130. West 44th Street.
NEW YORK.

" AN ENEMY TO THE KING "

by

Rupert Neilson Stephens.

THEME. A romantic story of love and adventure in the period of the persecution of the Huguenots. Set in the Province of Berri, France, in the year 1585. From the Play made famous and starred by E.H.SOUTHERN.

Julie, the girl, must decide whether she will proceed with her compact to lure and treacherously betray to his death, a huguenot Captain, whom she has never seen, but who later becomes her lover while his real identity is unknown to her; and accept as her reward the pardon and freedom of her father who has been condemned to death by the Captain's enemies.

CASTE.

ERNANTON DE LAUNAY. (THE SIEUR DE LA TOURNOIRE) -------- A Huhuenot Captain. The Sieur de la Tournoire. A Victim of the King of France, who has permitted his Chateau to be scattered over his lands. A Romantic Leading Character (Formerly played by E.H.Southern). Is now recruiting followers in the cause of the Huguenot King Henry of Navarre, in the heart of the enemy country. His secret hiding place is the Chateau Maury, in the Province of Berri. France.

STAR.

LE CHATRE ----------The Catholic Governor of Orleans and Berri in the service of the King of France and the Duke of Guise, A zealous persecutor of the Huguenot heretics, and at present directing his energies to capture De Launay, and his followers in the secret hiding place within his province.

MONTIGNAC ----------His Secretary and Adviser.

DE BERQUIN ----------A Count. Broken Courtier. Now a Soldier of Fortune. In the service of the Duke de Guise.

MLLE JULIE DE VARION -------- Daughter of M.de Varion, a Catholic gentleman, kindly and loyal, who has been imprisoned and condemned to die by the Governor, on the charge of harbouring huguenots.

THE SMALLER CHARACTERS OF THE PLAY.

FROJAC, MAUNGERT, ROQUELEN, SABRAY.	Followers of Blaise.
GILLIES, ANTOINE, JACQUES, FRANCOIS.	Soldiers of Fortune.
PIERRE, HUGO.	Attendants on Mlle de Varion
PINTO	A Gipsy.
GODEAU	Tavern Keeper.
ROUGIN	Keeper of the Inn near Fleurer
A PRIEST	
CAPTAIN OF THE GARRISON	At the Castle of Clochonne.
GUARD	At the Castle of Clochonne.
FALCONER	Under Le Chatre
MLLE JULIE DE VARION'S MAID JEANETTE.	
BRIBRI	Daughter of Rougin
MARIANNA	Wife of Godeau.
GIRALDA	Companion of Pinto.

" AN ENEMY TO THE KING "

S U M M A R Y.

NOTE :- For the convenience of this summary it should be noted that THE STAR the "SIEUR DE LA TOURNOIRE " and "ERNANTON de LAUNAY" are one and the same person.

At an Inn near Fleurier, in the Province of Berri, France, ERNANTON DE LAUNAY (a Huguenot Captain) and BLAISE (his man) arrive. They have changed clothing, to lessen detection, for they are ona dangereus mission, in the service of the Huguenot KING HENRY OF NAVARRE, recruiting in the midst of the enemy country.

While they are closed in a separate room in the Inn, the Governor of the Provinces of Orleans and Berri - LE CHATRE - and his Secretary - MONTIGNAC - arrive. They are agitated, and nervously scheming to trap the elusive SIEUR DE LA TOURNOIRE and his men, who are gaining so many followers for NAVARRE under their very noses. The Governor's Lord the powerful Duke de Guise has frowned too long on his futile efforts to discover the secret hiding place, and capture the troublesome huguenot Captain who has been responsible for so much scandal in the Provinces.

MLLE JULIE DE VARION a loyal subject of the King of France has come to the Governor to plead the life of her father, a loyal and kindly man , who is condemned to death for harbouring heretics. The now distracted and baffled Governor is advised by the Secretary, to use this girl. promising as a reward for her father's life, that she should lure and betray to death the SIEUR DE LA TOURNOIRE, who is a stranger to her. She protests that it has neither ease nor honor, but agrees in order to save her father's life. MONTIGNAC falls in love with her on sight, and employs DE Berquin - a soldier of fortune to follow her, and deliver her into his hands, after she has completed her compact, and gives De Berquin a warrant, signed by the Governor, to arrest her if necessary.

ERNANTON now appears in the Inn as BALISE'S lackey - prtects her from Berquij's unwelcome attentions, and in a fight, disarms him. Feeling her sympathy, he is immediately attracted to her, and admits that he is a huguenot Captain, and BALISE - his man. She accepts his escor not knowing that he is the SIUER DE LA TOURNOIRE.

She does not disclose her secret mission, given her by the Governor - Le Chatre, but tells ERNANTON that in order to assist her father, and avoid his plight, she intends to

cross the border with the help of Tournoire, and claim the protect-ion of Henry of Navarre. Ernanton offers to escort her to Cloch-enne . She asks him if he knows THE SIEUR DE LA TOURNOIRE . He replies that the villian is his friend, and that he will lead her to him.

They set out for the Chateau Maury (the hiding place of Ernanton and his men, selected for the reason that it is shunned by all, owing to the legend, that it is cursed). DeBerquin , with his followers, unsuccessfully try to force their escort on Julie and her maid, in order to control her movements. They are routed by Ernanton and Blaise.

Ernanton and Julie have now become unconfessed lovers and Ernanton tells her the whereabouts of the secret hiding place, believing the reason that she has given him for seeking the Sieur de la Tournoire. He describes to her the routes approaching the Chateau Maury.

Julie is accompanied by two young page attendants amd having learned the location of the hiding place, she sends one page - Pierre - back to the Governor, telling him where to expect that she will deliver Tournoire to him at Clochonne. Pierre disappears in the fight, following the attempted abduction by Berquin.

Ernanton, is now caught by accident, unarmed outside the Inn, by Berquin and his men, and in order to gain time, Ernanton makes a bargain with Berquin, that if he (Berquin) gives Ernanton the warrant for Julie, and his p Ernanton's freedom, that he will deliver THE SIEUR DE LA TOURNOIRE that night, unarmed, into the hands of Berquin, - which is accepte-ed by Berquin.

He gets Berquin and his men drunk, and brawling, secures the warrant and destroys it. He then gives himself up to Berquin, as the Sieur de la Tournoire - but Berquin is unable to hold him. Julie , now for the first time, knows who he is, and realizes that she has betrayed the man she loves, by having sent the Page with the information to the Governor . She is overcome with remorse at the results of her treachery

They all proceed to the Chateau Maury. Berquin having failed with Ernanton, senses the fact that the girl is in love with him, and suspects that she will not fulfil her compact with the Governor. He then decides to try and make a friend of Ernanton, and get possession of the girl for Montignac. He stakes everything on one throw. He forces his way into the Chateau, and discloses to Ernanton that Julie is a traitor. He is promptly killed by Ernanton for the slander.

Julie has now decided to try and save Tournoire, and avoid her compact to the letter - that she was to bring him face to face with the Governor, alone, so that the Governor, previously prepared could seize him. She therefore rides to

Clachonne alone, after having sent her second Page-Hugo, with a message to the Governor - to meet her.

Before departing she learns that Berquin has been killed on her account, and she is crushed with shame and despair.

Hugh is intercepted and brought to Ernanton, and confesses himself on behalf of his mistress, and also tells that his mistress has ridden to Clachonne. Tournoire is staggered and decides to follow her alone to the Castle of the Governor determined to satisfy himself, what he hopes to be true, that she is innocent of treachery.

It is now in a room in the Castle of Clachonne, leading from the main hall, overlooking the street and the town. The Governor - LeChatre - and Montignac - the Secretary - are there.

Having discovered the whereabouts of Tocurnoire at Maury through Julie's messenger, he decides not to wait for her, to carry out her compact to deliver Tournoire, face to face with him but to send his garrison to Maury to capture and keep Tournoire there, on the advice of his Secretary, which will mean that Julie will be considered not to have completed her compact, and may have to carry out other conditions at the will of the Secretary, in order to save her Father.

JULIE now arrives alone at the Castle, closely followed by Tournoire, and his man at arms Frojac. Julie enters first. Tournoire in the meantime, gets the story from the Page -Pierre- that his Mistress had sent the information of the secret of Maury to the Governor. Her treachery seems confirmed. Tournoire then confronts Julie. He tells her she is a spy, and a traitor but he loves her nevertheless. She admits, she sent Pierre, when she did not know who Ernanton was, and this, in order to save her Father. That, when she knew he was Tournoire, she resolved not to keep her promise to deliver him face to face, to the Governor, and she had now come to the Castle to tell the Governor. She urges him to fly, and save himself, and at the approach of LeChatre and Montignac, she implores him to secrete himself behind the tapestry in the room - which he does.

On the Governor entering, she tells him, that she does not want her father's pardon on the terms promised, not even to rescue him from torture or death, but insists that she has partly fulfilled her promise, and that he father should be saved. Montignac offers to free her father, if she will marry him, which she also refuses. Then the Governor repeats his offer if she will bring him face to face with Tournoire - her father will go free.

Tournoire now steps from behind the tapestry, and demands that the Governor keeps his promise, or he will kill him on the spot.

The Governor orders Montignac to remove Julie to the adjoining room, and if necessary kill her on a given signal which is to be the tapping of the bowl on table TWICE. One tap means that Montignac is to return to the room with the girl unharmed. It looks as though Tournoire is helpless, but FROJAC appears and is ordered by Tournoire to shoot the Governor, if he does not sign an order to release Julie's father, and give him a safe conduct over the Border. The Governor reluctantly does so, and Frojac departs to carry out the mission.

The Governor then tries to strike the bowl - twice - after the departure of Frojac, but succeeds with only ONE tap. Montignac enters. The Governor cannot fight owing to a disablement, but Tournoire and Montignac fight desparately and Julie enters. Dialogue while they fight - he tells her of her father's safety, and she confesses her love for him. The Garrison is heard returning, galloping down the street. The Governor urging them from the window. They are heard approaching the Castle, and entering the Hall. The position is desparate for Ernanten and Julie. In the meantime he has overcome Montignac who has received the death thrust - but everything is lost as the soldiers are at the door.

It is BLAISE who leads them - they are TOURNOIRE'S MEN who have overcome the Governor's garrison at Maury.

TOURNOIRE and JULIET exit slowly, thanking the GOVERNOR for his hospitality.

Charge to the account of D. W. Griffith, Inc. Form 1600-A

$

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NIGHT LETTER		WIRE AND LETTER	

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO. CASH OR CHG.

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 6, 1920

Day Letter

Mr. D. W. Griffith
United Artists Studio,
Hollywood, Calif.

Your wire to United Artists Exchange Atlanta Georgia relative Drums Love engagement Fairfax Theatre Miami sent to me stop Miami engagement was set back to April fourteenth stop I will send you these and reviews from other towns as engagements are played Kindest regards

H. L. Lindemm.

10c News, Reviews, Opinions Published Every Friday 10c

THE FILM MERCURY

VERITAS VINCIT

Sixteen Pages Hollywood, Calif. Mercury Publishing Co.
Vol. 7, No. 30 FRIDAY, APRIL 6, 1928 Hollywood, Calif.

Why M-G-M Pictures Are Flopping

The Sydney R. Kent Myth

Los Angeles Theatres In Business Panic

Schenck Involved In Duell Case

Contract Breakers and Lawyer-Fixers

Pola Negri Sues Realty Firm

How N. Y. Critics Viewed "Trail of '98"

REVIEWS

"THE TEMPEST" "CHICAGO"

"THE ESCAPE"

April 6, 1926.

Manager,
Colonial Theatre,
Reading, Pa.

Dear Sir,

Will you be good enough to mail to this office all the reviews of your local newspapers of Mr. D. W. Griffith's "DRUMS OF LOVE" after the engagement of the picture has opened at your theatre.

If you will send bill for any expenses you may incur in this connection to this office, we will be pleased to remit at once.

I will greatly appreciate your courtesy and attention in this matter.

Very truly yours,

Sales Representative,

D. W. Griffith, Inc.

ELL/CC

Form 1004

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 7, 1920.

Day Letter

Mr. H. A. Kluge
United Artists Studio
Hollywood Calif

See Mr Griffith wire to me April fourth Referred therein to letter he was writing Buckley regarding Hoyems censor step This letter not received yet Advise when mailed Buckley awaiting receipt before conferring with censors regarding concessions Wire Regards

C. H. Conway

Phone GRanite 6111

D. W. GRIFFITH PRODUCTIONS

UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,

April 7,
1926

Mr. Edward Lindeman
D. W. Griffith, Inc.,
1476 Broadway
New York, N. Y.

Dear Ed:

Despite the fact that you think I have lost my ability to write letters, I have not.

I have been receiving your weekly telegrams regularly and promptly inform Mr. Griffith of the contents.

I do not know how you feel about it, but it seems to me as if contracts are coming in rather slowly, particularly in view of the proposed plan to get practically everything played off before the hot weather sets in. If this is to be done, I should think that the month of April should have several six figure weeks in it. Of course, you know better than I do how near they will come to carrying out this program and some definite assurance that they will is bound to set Mr. Griffith's mind at rest on this.

We were very pleased to learn of the progress you are making regarding "Way Down East". Mr. Griffith would like you to consult with Mr. Grey on all phases of this "Way Down East" situation.

That is all for the present. With best wishes, I am

Yours very truly,

Ray

RAK:F

We have started shooting on the "Battle" still unite. you about it next week. Worked a location all night Thursday. We only had about 6 hrs sleep in the last 48.

April 7, 1930.

Mr. J. G. Wallage,
United Artists Corporation,
604 S. Wabash Avenue,
Chicago, Ill.

Dear Wally,

At the suggestion of Grace Smith, I am writing you regarding the Censor Board situation in Chicago insofar as Mr. Griffith's latest picture "DRUMS OF LOVE" is concerned.

This picture, as you no doubt know, has some love scenes that are just about the last word in what we would call "hot" and it means much to the picture to get these through in their entirety wherever possible.

I should imagine that due to the length of time you have before "DRUMS OF LOVE" is shown first run in Chicago that you have not as yet sent a print to the Board for censoring. If you have not sent the print, please do not do so until we can confer further on the subject because in the instances of New York and Pennsylvania the prints were sent to the Censor Boards "just cold" and in both instances they have made cuts and we are having our troubles trying to handle them. In your case we want to handle it correctly and approach the Board, or some individual member of the Board, before the picture is sent in.

Upon receipt of this letter will you please drop me a line as to whether you have or have not submitted the print to the Censor. If you have submitted the print, please wire me to that effect Monday without fail. In the event I do not receive a wire Monday I will know that there is a letter coming to me saying that you have not submitted it and then will communicate with you further.

With kindest personal regards, I remain

Sincerely,

ELL/CC

April 7, 1920.

Mr. Harry Buckley,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Buckley,

Attached hereto you will find copy of the final cuts in "DRUGS OF LOVE" made by the Pennsylvania State Board of Censors.

Very truly yours,

Sales Representative.

D. W. GRIFFITH, INC.

ELL/CC

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

138 Broadway
New York, N. Y.

April 7, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 6th instant in the above matter, with its enclosure of check to our order for $250. for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

D. W. GRIFFITH INC.

Form A 15-14-110

TRAVELER'S WEEKLY EXPENSE REPORT

United Artists Corporation

BRANCH _____ WEEK ENDING April 8 1926

DATE	CITY AND STATE	R. R. FARE	HOTEL OR PULLMAN	MEALS	TEL. TELEG.	STREET CAR FARES	INCIDENTALS ITEM	INCIDENTALS AMT.	TOTALS
MONDAY 4/2									
TUESDAY 4/3	New York to Philadelphia	3 24	5 00 P 25	2 50			Tips	50	11 99
WED. 4/4	Philadelphia		5 00	3 25					8 25
THURSDAY 4/5	Philadelphia to New York	3 24	P 25	4 25			Tips Cab	75 50	9 49
FRIDAY 4/6									
SATURDAY 4/7									
SUNDAY 4/8									
	TOTALS	6 48	11 50	10 50				1 75	30 23

REMARKS

CASH SUMMARY	
CASH ON HAND LAST REPORT	
CASH RECEIVED SINCE	
TOTAL	
EXPENSES THIS WEEK	
BALANCE ON HAND	

CERTIFIED AS CORRECT

SIGNED E. Lindemann

Form 1001-B

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

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DL	Day Letter
NL	Night Message
NLT	Night Letter
LCO	Deferred
CLT	Cable Letter
WRL	Week End Letter

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Received at 1460 Broadway, New York "GRAY"

ND132 11=HOLLYWOOD CALIF 9 1235P 1928 APR 9 PM 4 02

MISS C M CONWAY=

D W GRIFFITH INC 1476 BROADWAY=

MR GRIFFITH SENT WIRE INSTEAD OF LETTER TO BUCKLEY APRIL THIRD=

R KLUNE.

April 9, 1930.

Mr. Harry M. Buckley,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Buckley,

Referring to the matter of the New York State Censor Board's elimination in "DRUMS OF LOVE", the following excerpts from Mr. Griffith's letter to me will give you an idea of the eliminations he is particularly interested in having restored in full, if possible:

"About the only two that mean anything are:

The scene in end of Reel Six where Leonardo enters room to Emanuella, falls on his knees, kisses her skirt and also goes on up to her shoulder. They can cut out the middle of this - merely have him drop on his knees, not kissing her skirt but then kissing her on shoulder.

Then the second scene in Reel Seven, on couch after we show Marshall looking through the curtains at Emanuella and Leonardo. They can eliminate the business of Leonardo pulling Emanuella to him."

Of course, in addition to the above if you are successful in having any of the other eliminations restored, I know that Mr. Griffith will greatly appreciate your efforts in his behalf.

Very truly yours,

D. W. Griffith, Inc.

CC/S

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTIONS CONCERNING ITS SERVICE

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SE90 14 NM=HOLLYWOOD CALIF 11 1928 APR 11 PM 11 41

ED LINDEMAN,D W GRIFFITH INC=
1476 BROADWAY NEW YORK NY=

MISTER GRIFFITH THINK BETTER NOT TO SEND LETTERS CRITICS WIRED SUGGESTION TO SHAPIRO TODAY=

R KLUNE.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

COPY

1936 APRIL 11 PM 11 35

HOLLYWOOD CALIF

VICTOR SHAPIRO UNITED ARTISTS CORP

729 7 AVE NEWYORK N Y

IMPOSSIBLE GET LETTERS THERE BEFORE SATURDAY WHEN MOST REVIEWERS NOT AT OFFICE FOR MAIL. STOP. THINK RESULTS MORE SURE AND EQUALLY EFFECTIVE IF YOU MAKE DIRECT PERSONAL REQUEST THAT REVIEWERS SEE PICTURE AGAIN. STOP. IN ORIGINAL VERSION OF DRUMS OF LOVE MISTER GRIFFITH DARED MAKE FIRST PICTURE IN WHICH YOUNG LOVERS MEET A TRAGIC DEATH/ALL OTHER TRAGEDIES IN FILMS HAVE INVOLVED OLDER PERSONS OR PERSONS WHO WERE VICTIMS OF DISEASE OR CATASTROPHIES/ THIS UNSWERVING TRAGEDY PROVED TOO STARTLING AND MR GRIFFITH COMPROMISED UNDER ADVICE OF MOTION PICTURE AUDIENCES AND CHANGED ENDING TO ONE OF EQUAL LOGIC AND EASIER TO RECEIVE/REVIEWERS SHOULD BE INTERESTED IN FACT THAT FIRST FILM CARRYING TRAGIC DEATH OF TWO LOVERS WAS FOUND TOO STRONG FOR AUDIENCES AND THAT CHANGES WERE IMPERATIVE AS IT OFFERS IMPORTANT SUBJECT FOR COMMENT AND PROVIDES APOINT ON WHICH CAN BE HUNG A NEW REVIEW OF PICTURE KINDEST REGARDS

LLOYD

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Bamhaf

From G. M. Gumey.

Date April 15, 1926

Time

Reply to

Dear Mr. Bamhaf:

You will recall that several weeks ago I spoke to you about the possibility of having Mr. Griffith permanently removed from the Jurors List. I don't know whether you have had time to do anything about this but in the meantime the enclosed arrived so I am sending it to you and would appreciate it if you will please take care of it. Many thanks.

Please make all replies on back of this memorandum.

April 12, 1926.

H. Rankin Drew Post,
American Legion,
101 West 48th St.,
New York, N. Y.

Gentlemen:

Enclosed herewith you will find our check in the amount of $12.50. It is not necessary for you to send picture for the performance of "Marco Millions" on May 1st and we would be pleased to have you re-sell the ticket for the fund.

Very truly yours,

D. W. Griffith, Inc.

Form 66-1000-1-10

INTER OFFICE RUSHGRAM

To Mr Lindemann

From Mr Lichtman

Date April 14, 1938.

Mr Rothafel will not book WAY DOWN EAST.

A.L.

Form 60-486 1-48

INTER OFFICE RUSHGRAM

To Mr. Lindeman

From Mr. Buckley **Date** April 14, 1938

The attached letter from our Kansas City Manager is self-explanatory and the cuts do not appear to me to be at all serious.

Outside of the elimination of the scene of the jester thumbing his nose in the first reel, the only other complete elimination is the title in the 9th reel "Is that all? There was nothing more?"

The eliminations in the 7th and 8th reels are simply reductions in scene footage.

Will you please O. K. these cuts so we can instruct our Kansas City Manager to make them accordingly and secure permit?

Cuts approved
E. Lindeman

H. B. Buckley

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N. Y.

April 14, 1928.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 13th instant in the above matter, with its enclosure of check to our order for $250., for which please accept our thanks.

Yours very truly,

Harold H Kaufman

Harold H. Kaufman
Adjustment Dept.

Form 1228 A

Charge to the account of D. W. Griffith, Inc. $

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NIGHT LETTER		WEEK END LETTER	

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CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 16, 1928

Mr. Charles Stern
United Artists Corporation
124 Meadow St.,
New Haven, Conn.

Will see you your office Mondaymorning ten thirty Regards

Ed Lindman

Form 1228 A

Charge to the account of Individual Films $

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE	X	CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

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WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 16 1928.

D W Griffith
United Artists Studio
1041 North Formosa Avenue
Hollywood California

ALL NEWYORK FIRST RUN HOUSES HAVE REJECTED EAST THEY INSIST ON TRYOUT WITH YOUR APPROVAL WILL PICK OUT ONE OR TWO BEST AVAILABLE SPOTS AND HANDLE ENGAGEMENT IN RIGHT WAY WITH EFFECTS ETCETRA WANT TO DO THIS BEFORE HOT WEATHER SETS IN SO PLEASE ANSWER QUICKLY REGARDS

Grey

PATRONS ARE REQUESTED TO RATE THIS COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

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Received at

SF74 9 NM=HOLLYWOOD CALIF 17

MISS C M CONWAY,

1928 APR 17 PM 11 18

D W GRIFFITH INC=1474 BROADWAY NEWYORK NY=

SEND AIR MAIL SPECIAL DELIVERY COPY GRIFFITHS BOOK CENSORSHIP

=LLOYD.

Rec'd Answered
Per Rec
4/18/28

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,
April 17,
1928

Mr. Ed Lindeman
D. W. Griffith, Inc.,
1476 Broadway
New York City, N. Y.

Dear Ed:

I have received your letter of April 11th, regarding censorship of "Drums of Love" in Chicago.

Your suggestion is a good one and is one that should be acted upon immediately. This is the result of having taken this up with the proper parties here.

The nature of your trip to Chicago is such that all of your expenses and the LKE should be refunded to you by the United Artists Corporation and should be charged 100% to the production. In order to make this simpler from my point of view they should advance you sufficient money to take care of it.

Please let us know as soon as you can how successful this idea is.

With best wishes, I am

Yours very truly,

Raymond A. Klune

RAK:F

April 17, 1930.

Mr. A. S. Vaughan,
189-14 Rosaville Ave.,
Hollis, L. I.

Dear Sir,

Your letter of March 11th, addressed to Mr. Griffith at the Hotel Astor was just forwarded to this office. The text which you left for Mr. Griffith at the desk of the Astor was sent to us several weeks ago inasmuch as Mr. Griffith did not see it before he left for California. Due to the fact that there was no name or address on the brief case we were unable to communicate with you, but if you will call at this office any day between 9:30 and 1 and 2 and 5 o'clock, we will be pleased to turn same over to you.

Very truly yours,

D. W. Griffith, Inc.,

cc/s

MARY PHILBIN CAST

KATHLEEN CLIFFORD RETURNING TO FILMS IN 'EXCESS BAGGAGE'

By Louella O. Parsons
Motion Picture Editor of Universal Service

D. W. GRIFFITH literally transforms Mary Philbin from a pretty-faced girl into a splendid dramatic actress in "Drums of Love." Her change in personality, and D. W.'s ability to really make her act, has been the subject of much discussion. He has given other players a new personality, but never when they have been so well established as the little Philbin girl.

Mary Philbin

Universal will give everyone a chance to see the new Mary in "The Girl on the Barge" by Rupert Hughes. It's a dramatic story with endless possibilities, which Charles Kenyon is being careful to retain in the scenario he is writing.

We shall wait with interest to see Miss Philbin, who is one of the loveliest of the young dramatic actresses in Hollywood.

* * *

THE petite, bobbed-haired Kathleen Clifford, who defies the inroads of time by looking like a flapper, will, in all probability, play the mother in "Excess Baggage." You [illegible] chosen to support Madame Nagri in "Fedora." What with Norman Kerry and Mr. Lukas, this picture ought to be popular with the feminine sex.

* * *

THE most entertained young lady in Hollywood the next few months will be Sylvia Thalberg. Everyone wants to give an engagement party for her, and the showers will come so thick and fast that Sylvia will hardly have time to get her bridal finery ready for June. We always knew Sylvia would marry someone in the movies. She is that interested in her arts. Larry Weingarten, who is just starting out as a producer, has a future. Although young, he has been a part of the industry for a long time. Sylvia, who has had to work hard for everything she has accomplished in the movies because her brother, Irving Thalberg, was particularly careful not to favor his sister, has just finished her biggest assignment, a scenario for her sister-in-law, Norma Shearer. It's called "An Adorable Liar," and it will be produced some time this year.

Sylvia Thalberg

* * *

THE trek to the beach has started. As the poets say, "Spring is sitting in the lap of summer," or is it winter? Anyway, our film stars are [illegible]ed.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

105

To Mr. Banshaf

From G. E. Quinn

Date April 16, 1928.

Time

Reply to

Dear Mr. Banshaf,

Before I forget it, we will be moving to our new quarters on Friday, April 27th. The telephone number will be the same, Bryant 6761 and the address will be Room 601, 729 Seventh Ave., New York City. I will probably see you-all before I depart from 42nd St.

G. E. Quinn

Please make all replies on back of this memorandum.

April 18th,1988

THE BATTLE OF THE SEXES

Sequences

WINTER:

1) First meeting of Marie & Judson in morning.

2) Mouse incident.

3) (Scene #162) Judson leaves Marie's Apt., after mouse incident.

4) Judson looking at self in mirror in Judson apartment. (Scene #163)

5) Jimmy in Marie's apartment. Jimmy gives Marie bonds to sell Judson.

6) Judson visits Marie in her apartment. Marie has written Judson letter asking him to visit her.

7) Anniversary scene - where mother is waiting for dinner.

8) Judson's hesitation with Marie.

9) Soup eating scene in Judson Apartment.

10) Piano scene in Marie's Apartment.

SUMMER:

11) Judson - exercising scene - Judson wears same clothes as he wears in bathing suit scene.

12) Cabaret scene.

13) Judson returns home - sees note on pillow.

14) Then comes scene of the father going out and the family trying to stop him. He leaves and Ruth comforts mother in chair.

NOTE: ???? Jimmy visits Marie before Judson leaves home. Then Judson goes directly from break off with family to Marie's apartment where he catches Jimmy????

15) Jimmy tells Marie stock must be gotten rid of quickly - Jimmy is caught by Judson in Marie's apartment - Judson's jealousy and quarrel with Marie.

16) Mother receiving letter advising separation is the best course to take.

17) Mother leaves room - goes to roof.

18) Ruth in hall - sees Marie leaving in hall.

Note: Hold mother on roof in garden before going to edge of roof.

19) Ruth enters apartment - discovers from maid mother has gone on roof.

20) Ruth returns with mother into room.

MUSEUM OF MODERN ART

SUMMERL...

21) Attempt to kill Marie.

22) After pistol is taken from Ruth, she drops in chair in despair.

23) Flower shop - Judson's jealousy of Jimmy seeing him go through hall.

24) Ruth starting to go and then stopping and making appeal to Marie to accept her own and her brother's allowance to give up Father.

25) Jimmy's entrance

26) Father's entrance

Story goes on as before

$10,000.00 New York City, N.Y. April 19th 1928

August 15th, 1928 after date, without grace, we

promise to pay to the order of Mutual Amusement Corporation

Ten Thousand Dollars Dollars

for value received with interest from date at the rate of six per cent per annum until paid.

Principal and interest payable in lawful money of the United States at our New York City office.

729 5th Ave N.Y.C.

D. W. GRIFFITH, INC.

PRES.

106

6/15/28

AUG 15 1928

UNITED ARTISTS CORPORATION

Vice-President

Treasurer

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRA

LOAN DEPT.

Form 6 Sp1924 1929
SHARING CONTRACT

NEW HAVEN
Exchange

Exchange Contract No.

UNITED ARTISTS CORPORATION

"SOLD INDIVIDUALLY-ON MERIT"

APPLICATION AND CONTRACT

(Standard Exhibition Contract)

Form 11 number

Home Office Contract No.

Dated APRIL 20 192 6.

Salesman SOLD BY MR SCHLAIFER

City NEW HAVEN, CONN. Theatre ROGER SHERMAN Exhibitor A COTTESMAN

AGREEMENT, made in quintuplicate on the date above set forth, between United Artists Corporation, hereinafter referred to as "Distributor" and the above named exhibitor, hereinafter referred to as "Exhibitor."

WITNESSETH: The parties hereto agree as follows:

1st: The Distributor warrants that there is contained herein all the numbered Articles of the "Standard Exhibition Contract" filed with the Motion Picture Producers and Distributors of America, Inc., identified by the signature of its President on the 1st day of March, 1926. *Article Twenty third*, and all the provisions, printed, stamped, and/or written, upon the Schedule hereof, are in addition thereto. Warrants

2nd: The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several photoplays designated and described in the Schedule annexed, subject to the terms and conditions hereinafter stated and those printed upon the reverse side hereof which are made a part of this contract, to exhibit, during the year commencing with the date fixed or determined as hereinafter provided for the exhibition in the above named theatre of the first photoplay hereunder, each of such photoplays in the said theatre only, for the number of successive days in the said schedule specified. License

Such license shall be specifically for the exhibition of such photoplays at said theatre on the exhibition date or dates specified in said Schedule or determined as hereinafter provided and for no other purpose. Time and Place of Exhibition.

3rd: The Exhibitor agrees to exhibit said photoplays but only at the theatre above specified on the said date or dates and will not allow any positive print thereof to leave the Exhibitor's possession during the period specified for the exhibition thereof by the Exhibitor, nor exhibit or permit the exhibition of any such positive print at any other time or place than those herein specified or determined as herein provided. Payment of Film Rental.

4th: The Exhibitor agrees to pay for such license as to each of such photoplays the film rental herein specified at least three (3) days in advance of the date of shipment from the Distributor's Exchange or from the last previous Exhibitor of the positive print thereof.

SCHEDULE

Title of Photoplay WAY DOWN EAST Star or Producer D W GRIFFITH

Exhibition dates: The Exhibitor agrees to exhibit said photoplay at said theatre for 1 wk consecutive days, commencing on

the day of , 192

GUARANTEE AND PERCENTAGE

The Exhibitor agrees to pay to the Distributor as license fee for the license granted hereunder the guaranteed sum of $1000.00 plus 50 % of gross receipts in excess of 10,000. of which sum the sum of $ is herewith paid on account thereof and the receipt of said payment on account is hereby acknowledged. The said payment on account shall not be returnable by the Distributor if the Distributor accepts this contract.

Void

Distributor to give Exhibitor ~~fifty~~ twenty-four sheets gratis.

Run Zone Protection

The exhibitor agrees to spend not less than $ for advertising said photoplay which shall include lithographs, bill poster advertising and all other advertising. In the event that the Exhibitor does not spend the amount above mentioned for advertising said photoplay, Exhibitor shall pay to Distributor in addition to all other payments hereinbefore provided to be made by Exhibitor to Distributor, a sum equal to 5% of the gross receipts of the exhibition of said photoplay.

In addition to all of the rights mentioned in Article "Fifth" hereof, the Exhibitor hereby authorizes the Distributor to have a representative, or representatives, stationed at said theatre during the entire period provided for the exhibition of said photoplay at said theatre, or during any part of said period. Said representative shall have free access to the said theatre and all parts thereof, including the box office, and shall have the right to check ticket sales and admissions and to verify receipts and admission prices charged, and to take admission tickets at the entrances to said theatre. Exhibitor agrees that no free admissions will be given during the exhibition of said photoplay without the consent of the representative of the Distributor.

The Exhibitor agrees that the Distributor shall not be in any way responsible for any accident to employees or patrons of the aforesaid theatre during the period of exhibition of said photoplay.

Exhibitor agrees to give the name of the above mentioned star or producer "Chief prominence" (and by "Chief prominence" is meant that said name shall be in letters at least twice the size of any other part of the subject matter in which said name appears) in all advertising and literature used in connection with the exhibition of said motion picture.

Distributor's right to approve or reject this application and/or any other application signed by Exhibitor (whether executed concurrently with this application or otherwise) is not dependent upon the approval and/or rejection by Distributor of such other application and/or this application.

5th: If this contract calls for payment or any part thereof computed upon the Exhibitor's gross receipts the Exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the exhibition date or dates of each photoplay for which payment is so required to be made. Should the Distributor so require, such itemized statement shall be made upon forms furnished by the Distributor. Percentage Bookings.

The Distributor shall have access during the period of exhibition of each such photoplay and for a period of sixty (60) days after the receipt by the Distributor of the final box office statement, for the purpose of inspection, to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of each such photoplay.

Payment or any part thereof computed upon the Exhibitor's box office receipts shall be made daily during the exhibition of the print of each photoplay for which payment is so required to be made.

6th: Payment, if any, made upon the execution hereof by the Exhibitor shall be deemed payment on account of the sums last payable hereunder. Payment on Account.

7th: During the life of this contract the Distributor agrees not to authorize or license the exhibition of any such photoplays in violation of the "run" or "protection" period, if any, in the schedule specified. Unless otherwise provided herein such "protection" period shall be computed from the first date of exhibition of each photoplay as fixed herein. Protection and Run.

8th: The Distributor agrees to deliver to the Exhibitor during the period specified in Article Second hereof a positive print of each of such photoplays in time for exhibition at the said theatre on the dates specified or on the dates determined as herein provided. Delivery of such positive prints by the Distributor to the Exhibitor at the Distributor's Exchange or to a common carrier or to the United States postal authorities for mailing or to any agent of the Exhibitor shall be deemed delivery by the Distributor to the Exhibitor hereunder. Delivery of Prints.

9th: The exhibition date or dates of each of the photoplays unless definitely specified in the said Schedule or otherwise agreed upon shall be determined as follows:

(a) The Distributor shall mail to the Exhibitor at least fifteen (15) days' notice in writing of the date upon which each photoplay will be available for exhibition by the Exhibitor consistent with prior "run" and/or "protection" heretofore or hereafter granted to other Exhibitors. Selection or Designation of Play Dates.

(b) Within fourteen (14) days after the mailing of such notice the Exhibitor shall select the exhibition date or dates within the four (4) weeks' period commencing with such date of availability by giving written notice to the Distributor of the date or dates so selected.

If the exhibition date or dates so selected by the Exhibitor are not available to the Exhibitor then the exhibition date or dates shall be designated as follows:

1. If other dates within said four (4) weeks' period shall be available the Exhibitor shall immediately select from such other available dates another date or other dates failing which the Distributor shall designate the date or dates by mailing two (2) weeks' notice thereof to the Exhibitor, but such date or dates so designated shall not be fixed earlier than two (2) nor later than six (6) weeks from the exhibition date first selected by the Exhibitor;

2. If no other date or dates within said four (4) weeks' period shall be available (after the Exhibitor's written request therefor) the Exhibitor shall designate the date or dates by immediately giving written notice thereof to the Distributor but such date or dates so designated shall not be fixed earlier than two (2) nor later than six (6) weeks from the last day of the said four (4) weeks' period. If the Exhibitor fails to so immediately designate such date or dates as provided in this paragraph (2) the Distributor shall designate the date or dates within the period last specified by mailing to the Exhibitor two (2) weeks' notice of such date or dates.

(c) If the Exhibitor fails to make such selection within fourteen (14) days after the mailing of such notice of availability then

(1) the distributor may at any time thereafter designate the exhibition date or dates (no such date to be prior to the initial date of availability) by mailing notice thereof to the Exhibitor at least fourteen (14) days before the first exhibition date so designated;

(2) provided that the Distributor shall have then entered into a contract with any other Exhibitor in which contract is specified a "run" of any of the photoplays prior in point of time and immediately preceding the "run" (specified in the Schedule) granted the Exhibitor and provided further that such photoplay shall have been exhibited by such other Exhibitor the Distributor shall in the manner specified in subdivision (1) of this paragraph (c) designate the exhibition date or dates of such photoplay within the period of forty-five (45) days commencing with the date of availability specified in the notice provided for in paragraph (a) of this Article.

(d) In case the exhibition date or dates of any of the photoplays shall be designated by the Distributor pursuant to paragraph (c) of this Article the period of "protection," if any, specified in the Schedule shall begin upon the day after the expiration of the four weeks' period specified in paragraph (b) of this Article.

REPRODUCTION PROHIBITED

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

UNITED ARTISTS CORPORATION

A. COTTESMAN Exhibitor (L.S.)

Accepted (L.S.)
General Manager of Distribution

By (L.S.)

Date 192

Address

[illegible]

[illegible]

Return of Prints.

[illegible]

Loss and Damage to Prints.

[illegible]

Titles of Photoplays: Release.

Assignment and Sale of Theatre.

Exhibition and Advertising.

[illegible]

Warranty as to Advertising Taxes.

16th: The Exhibitor agrees to pay to the Distributor upon demand any tax, fee or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of positive prints of the photoplays and or upon the sums payable under this contract by the Exhibitor to the Distributor. If under any statute or ordinance any such tax, fee or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined then the Exhibitor agrees to pay such part of any such tax, fee or other like charge, paid or payable by the Distributor as shall be fixed in the manner determined by the then President of the Arbitration Society of America.

Minimum Admission Charge.

17th: The Exhibitor warrants and agrees that during the period each of the photoplays herein provided for shall be exhibited in said theatre the Exhibitor will charge for admission to said theatre an actual admission fee which shall not be less than ten cents, unless a greater minimum admission charge is herein elsewhere specified, for each exhibition and that such photoplays shall not be exhibited unless such admission fee is charged.

Delay in or Prevention of Performance.

18th: In case the Exhibitor shall be delayed in or prevented from the performance of this contract with respect to any of the photoplays herein specified by reason of censor rulings, the elements, accidents, strikes, fire, insurrection, acts of God, the public enemy, public calamity or order of any Court of competent jurisdiction, then such delay or failure of performance with respect to such photoplay shall be excused and all claims or causes of action for damages therefor, or arising therefrom, are hereby expressly waived by the Distributor. In any such event, the time of the Exhibitor to perform this Contract with respect to any such photoplay shall be extended for a period equal to the time of such delay, unless performance thereof because of the happening of any such cause or contingency is rendered impossible, in which case performance by the Exhibitor with respect to any such photoplay shall be waived. The resumption of performance by the Exhibitor shall begin promptly after the removal or abatement of the contingencies or cause of such disability or prevention of performance, *provided*, that if such delay and/or prevention of performance, caused as aforesaid, shall continue for a period of three (3) months either party hereto may cancel this contract, but only with respect to any such photoplay the exhibition hereunder of which has been so delayed or prevented, by sending within ten (10) days after the expiration of such three (3) months' period to the other party notice in writing to such effect.

In case the Distributor shall be delayed in or prevented from the performance of this contract with respect to any of the photoplays herein specified by reason of the elements, accidents, strikes, fire, insurrection, acts of God, the public enemy, public calamity, Court orders, censor rulings, delays of any common carrier, delays in production or failure of the producers of any of such photoplays to make or deliver them to the Distributor or of any star or other performer to appear therein in time for delivery as herein provided, or the failure or delay of any prior exhibitor in returning any positive print to the Distributor or in forwarding any positive print to a subsequent exhibitor, then such delay in or prevention of performance shall be excused and all claims or causes of action for damages therefor or arising therefrom are hereby expressly waived by the Exhibitor. In any such event, the time of the Distributor to perform this contract with respect to any such photoplay shall be extended for a period equal to the time of such delay, unless performance because of the happening of any such cause or contingency is rendered impossible, in which case performance by the Distributor with respect to any such photoplay shall be waived. The resumption of performance by the Distributor shall begin promptly after the removal or abatement of the contingencies or cause of such disability or prevention of performance and the Distributor shall deliver to the Exhibitor any such photoplay at the earliest available date thereafter, and such delivery in any such case shall be with the same force and effect as though delivery took place within the period herein above limited and the Exhibitor agrees to accept, pay for and exhibit any such photoplay at any such later period pursuant to the terms hereof, *provided*, that if such delay and/or prevention of performance, caused as aforesaid, shall continue for a period of three (3) months either party hereto may cancel this contract, but only with respect to any such photoplay the delivery hereunder of which has been so delayed or prevented, by sending within ten (10) days after the expiration of such three (3) months' period to the other party notice in writing to such effect.

Waiver.

19th: The waiver by either party of any breach or default by the other party shall not be construed as a waiver of any other or subsequent breach or default by such other party.

Arbitration.

20th: The parties hereto agree that before either of them shall resort to any court to determine, enforce or protect the legal rights of either hereunder, each shall submit to the Board of Arbitration (established or constituted pursuant to the rules and regulations now on file in the office of the Motion Picture Producers and Distributors of America, Inc., bearing date March 1, 1926, and identified by the signature of its President, a copy of which will be furnished to the Exhibitor upon request) in the city wherein is situated the Exchange of the Distributor from which the Exhibitor is served or if there be no such Board of Arbitration in such city then to the Board of Arbitration in the city nearest thereto (unless the parties hereto agree in writing that such submission shall be made to a Board of Arbitration located in another specified city, all claims and controversies arising hereunder for determination pursuant to the rules of procedure adopted by such Board of Arbitration.

The parties hereto further agree to abide by and forthwith comply with any decision and award of such Board of Arbitration in any such arbitration proceeding, and agree and consent that any such decision or award shall be enforceable in or by any court of competent jurisdiction pursuant to the laws of such jurisdiction now or hereafter in force; and each party hereto hereby waives the right of trial by jury upon any issue arising under this contract, and agrees to accept as conclusive the findings of fact made by any such Board of Arbitration, and consents to the introduction of such findings in evidence in any judicial proceeding.

In the event that the Exhibitor shall fail or refuse to consent to submit to arbitration any claim or controversy arising under this or any other film service contract providing for arbitration which the Exhibitor may have with the Distributor or any other distributor or to abide by and forthwith comply with any decision or award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Exhibitor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Distributor or any other distributor in requiring security in dealing with the Exhibitor, the Distributor may, at its option, demand, for its protection and as security for the performance by the Exhibitor of this and all other existing contracts between the parties hereto, payment by the Exhibitor of an additional sum not exceeding $500 under each existing contract, such sum to be retained by the Distributor until the complete performance of all such contracts and then applied, at the option of the Distributor, against any sums finally due or against any damages determined by said Board of Arbitration to be due to the Distributor, the balance, if any, to be returned to the Exhibitor, and in the event of the Exhibitor's failure to pay such additional sum within seven (7) days after demand, the Distributor may by written notice to the Exhibitor suspend service hereunder until said sum shall be paid and/or terminate this contract.

In the event that the Distributor shall fail or refuse to consent to the submission to arbitration of any claim or controversy arising under this or any other film service contract providing for arbitration which the Distributor may have with the Exhibitor, or to abide by and forthwith comply with any decision or award of such Board of Arbitration upon any such claim or controversy so submitted, or if the Distributor shall be found by such Board of Arbitration in any such arbitration proceeding to have been guilty of such a breach of contract as shall in the opinion of such Board of Arbitration justify the Exhibitor in refusing to deal with the Distributor, the Exhibitor may at his option terminate this and any other existing contract between the Exhibitor and the Distributor by mailing notice by registered mail within two (2) weeks after such failure, refusal or finding, and in addition the Distributor shall not be entitled to redress from such Board of Arbitration upon any claim or claims against any exhibitor until the Distributor shall have complied with such decision, and in the meanwhile the provisions of the first paragraph of this Article Twentieth shall not apply to any such claim or claims.

Any such termination by either party, however, shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any such breach of contract by the other party.

The provisions of this contract relating to arbitration shall be construed according to the law of the State of New York.

Representations.

21st: No promises or representations have been made by either party to the other except as set forth herein.

Acceptance of Application.

22nd: This instrument shall be deemed an application for a license under copyright only and shall not become binding until accepted in writing without alteration or change by an officer of or any person duly authorized by the Distributor and notice of acceptance sent to the Exhibitor as herein provided. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment on account of any sums payable hereunder shall not be deemed an acceptance hereof by the Distributor.

Unless notice of acceptance of this application by the Distributor is sent to the Exhibitor by mail or telegraph within the number of days after the date thereof hereinafter specified (immediately following the name of the city wherein is situated the Exchange of the Distributor from which the Exhibitor is served, or if such city is not hereinafter named then within the number of days specified immediately following the city hereinafter named nearest thereto) said application shall be deemed withdrawn and the Distributor shall forthwith return any sums paid on account thereof by the Exhibitor. Albany 10; Atlanta 15; Buffalo 10; Charleston 15; Charlotte 15; Chicago 15; Cincinnati 15; Cleveland 15; Dallas 20; Denver 20; Des Moines 15; Detroit 15; El Paso 25; Indianapolis 15; Jacksonville 15; Kansas City 15; Los Angeles 25; Little Rock 15; Louisville 15; Memphis 15; Milwaukee 15; Northern New Jersey 7; Minneapolis 20; Butte 30; New Haven 10; New Orleans 15; New York City 7; Oklahoma City 20; Omaha 15; Peoria 15; Philadelphia 10; Pittsburgh 10; Portland, Ore., 30; St. Louis 15; Salt Lake City 20; Seattle 20; Washington, D. C., 10.

A copy of this application, signed by the Exhibitor shall be left with the Exhibitor at the time of signing, and in the event of acceptance thereof as above provided a duplicate copy, signed by the Distributor, shall be forwarded to the Exhibitor.

Additional Clauses.

23rd: The parties hereto agree that every existing contract between the parties hereto shall be and hereby is amended so as to include the foregoing Article Twentieth hereof with the same force and effect as if originally incorporated therein; and each and every term and condition of every such existing contract excepting only the payment to be made by the Exhibitor to the Distributor as rental for the photoplay, the number of exhibition days, the "protection" or "run," if any, therein specified, the time within which notice of acceptance thereof is required to be sent to the Exhibitor and the provision for the selection or designation of play dates shall be deemed amended, modified, added to and/or abrogated by the terms and conditions of this contract insofar as the terms and conditions of every such existing contract shall or may be inconsistent with or additional to the terms and conditions of this contract.

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7200

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES CHAPLIN PRODUCTION
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

April 20, 1926

Mr.D.W.Griffith,
1107 Longacre Building,
New York City.

Dear Mr.Griffith:-

The following cuts have been made by the Australasian censor in our productions:-

THE GAUCHO:

In reel #3 the dancing scene of Fairbanks and the Spanish girl had to be reduced so as to show only a few brief long shots.

In reels #7 & 8 we have had to eliminate entirely the views of the method by which the girl opens the door to escape,namely: pushing the key on the carpet, drawing it under door, etc.

In addition to this the 3/sheet poster showing the close-up of Fairbanks and the girl dancing, he with a cigarette in his mouth, was entirely rejected.

THE DEVIL DANCER:

In reel #2: We had to reduce the dancing scene, especially showing the legs apart and shimmying at end.

In reel #5: We had to eliminate all the close-ups of the Nautch girls' dance and the swaying hips,

In reel #6: We had to eliminate the similar scenes to those in reel #5, including the showing of the bare waists.

In reel #7: We had to eliminate the title: "She is not for sale" and to reduce considerably embrace and struggle between man and girl, and also eliminate the following title: "I would not sell you, Tukla, because I want you for myself." We also in this reel had to eliminate the shot of the three dancing girls, one smoking pipe, and eliminate the view of bare legs in the dancing.

The total length of the cuts amounted to 139 feet.

Yours very truly,

UNITED ARTISTS CORPORATION

T. P. Mulvoney

Foreign Sales Manager

TPM:DS

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. S. Lindeman

Date April 20, 1928

From

Time

Reply to

Louisville, Ky

DRUMS OF LOVE guarantee $2000.00 50% over 6000.00 if played at the Mary Anderson Theatre.

If played at the National Theatre guarantee $2000.00 and 50% over $6500.00.

Form #41 on this deal reads "approved by Mr. Lichtman over the telephone April 17, 1928."

Please make all replies on back of this memorandum.

10M D. P.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Lindeman

Date April 20, 1928

From

Time

Reply to

Cincinnati, Ohio

DRUMS OF LOVE

Lyric Theatre

Guarantee $4000.00 50% over 17500.00 14 days.

Form#41 reads "approved by Mr. Lichtman over the telephone April 17,1928

Please make all replies on back of this memorandum.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To S. Lindeman

From

Date April 20, 1926

Time

Reply to

Dayton, Ohio

Colonial Theatre

Guarantee $2000.00 50% over $7000.00 .

Form #41 reads "approved by Mr. Lichtman over telephone April 17, 1926.

Please make all replies on back of this memorandum.

Letters to world today are not like it to be acted on before Monday

A WESTERN UNION NIGHT LETTER WILL GET ATTENTION EARLY SATURDAY

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
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1 Broadway, New York N.Y.U.S.A.

NB363 S=HOLLYWOOD CALIF 20 1021A

MISS C M CONWAY, D W GRIFFITH INC=
1476 BROADWAY=

OKAY ORDER TWO NEW PRINTS WAY DOWN EAST=

R KLUNE.

ARTHUR G. TOWNSEND
E. CROSBY KINDLEBERGER
GEORGE G. HEDGES
HAMILTON BOWERS

CHARLES H. WEBBER

TOWNSEND & KINDLEBERGER
COUNSELLORS AT LAW
61 NASSAU STREET

TELEPHONE BEEKMAN 5000
CABLE: TOWNSEND

NEW YORK April 20, 1926.

219

Albert H. T. Banshaf, Esq.
130 West 42nd Street
New York City

Dear Mr. Banshaf:

I enclose herewith, copy of the brief, which has just come from the printer, and is being filed at the Appellate Division at Albany tomorrow.

Mr. Harby and Mr. Zimmer made helpful suggestions.

I do not believe I have previously acknowledged the $500 check for the opinion, which Mr. Harby brought down to me last week.

With best regards, and trusting that we will be able to win upon this hearing, I am

Very sincerely yours,

E. Crosby Kindleberger

ECK/B

1 enclosure

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

April 21, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 20th instant in the above matter, with its enclosures of checks to our order in the sums of $241.42 and $8.58 respectively, totaling $250., for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

New York Engagement DRUMS OF LOVE at STRAND THEATRE Apr 21/30.

DRUMS OF LOVE

Budget

Newspapers

	Theatre Angular	Griffith	Theatre Extra	Total
advance	2500	2000	500	5000
1st week	5000	500	355	5855
2nd week	2300			2300
3rd week	2300			2300
	10,000	2500	855	13,435

Miscellaneous

Paint.....400

Lobby.....450

programs.....125

hotel.....75

trailers.....50

billboard.....1500

photos,etc.....175

salaries.....685

3,460

Griffith to put up 2500
Theatre " " " 835

3335 not to be figured in house expense

Form 1014

Charge to the account of _____ $ _____

PLACE OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WORD RATE LETTER	

WESTERN UNION

NO. | CASH OR CHG.

CHECK

TIME FILED

NEWCOMB CARLTON, PRESIDENT — A. N. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

3 1N FLW 41 DL Collect

BRISTOL TENN 41 GP Apr.23,1926

UNITED ARTISTS CORP.
729 SEVENTH AVE.
OBTAINED SPECIAL PERMISSION FROM BALTIMORE POLICE FOR TRADE SHOWING ON SUNDAY TWENTY SECOND AT LOEWS PARKWAY STOP DRUMS OF LOVE ACCLAIMED BIG BOX OFFICE ATTRACTION BY LARGE GATHERING OF EXHIBITORS AND THEIR FAMILIES STOP ALL COMMENTS VERY GOOD STOP REGARDS

WEINBERGER
545P

Mr Lindeman
for Mr Jos. Giffen

COLUMBIA

The line reading "You can still find it Griffith's greatest," appearing in the Sunday advertisements of "Drums of Love," at Loew's Columbia Theater, finds a dissenting voice in this ancient typewriter. Splendidly directed, of course; beautifully and at times majestically staged; flawlessly photographed and permitting at least three members of the cast to do by far their best work for the cameras, this attenuated story, said to have been suggested by the tragic tale of Francesca da Remini, in its purely individual and inconclusive opinion falls well outside the borders of greatness. And for reasons really obvious.

D. W. Griffith here has surrendered rather more completely than usual to his frank penchant for visualizing detail in no way essential to the movement of his drama. His frenzy for finish and finesse has so retarded the action of the first reels that the spectator's memory of the brief battle scenes of the play's beginning and the pomp and pageantry that immediately followed is seriously dulled. The cavalry charges, picturesque organist, court ceremonials and quaint betrothals are suddenly dropped about midway of "Drums of Love" and the ensuing sequences thereupon resolve themselves into a series of such events as might appropriately be employed to point the action of any love story involving the familiar domestic triangle—husband, wife and lover. The anticlimax is distinctly assertive.

However, there is much to commend in the work of the principals. Mr. Griffith has wrought a miracle with Mary Philbin. This young artiste, always fragile and ingenuous, he has molded into an actress of irresistible loveliness and a degree of authority that conveys a quick suggestion of forcefulness and latent fire. He has done the same with Don Alvarado, cast in the role of Leonardo, younger brother of Cathos de Alvia, tyrant ruler of a South American province constantly at war with the house of Granada. In the character of this lame, humpbacked, homely and unkempt despot of the mountains, Lionel Barrymore dominates the picture as easily as his supernatural muscular strength enables him to dominate the members of his uncouth entourage.

Stripped of its extraneous investiture, the story centers in these three: The princess of the Granadas wed to the deformed ruler of the De Alvias and loving his younger brother with a passion more powerful than her sense of duty, justice or chastity. The fate of Francesca Da Remini does not overtake her counterpart in the picture. Cathos returns from the wars, satisfies himself of his wife's perfidy and his brother's betrayal of the family honor and then, instead of killing them both, himself is killed by Bopi, his half-witted jester, that the two who have loved may wed.

Tully Marshall, Eugenie Besserer and William Austin are prominently cast in the supporting ensemble.

The supplementary attractions embrace the M-G-M News, "Topics of the Day," "Sanctuary," a novel bird study and orchestral overture under Claude Burroughs. NELSON B. BELL.

THE OLD MASTER

United Artists presents "Drums of Love," directed by David Wark Griffith. From a story by G. E. Lloyd. At the Columbia Theater.

MR. GRIFFITH is said to be very proud of this, his most ambitious recent effort, and in some regards he has reason for this pride. He has built a beautiful picture, moving with deliberate majesty thru its rather simple story of two brothers' love for a girl who returned the love of the wrong one. He has demonstrated almost complete mastery of the film as an expository instrument but his demonstration lacks dynamics.

"DRUMS OF LOVE" has not the sweep of "The Birth of a Nation," the mammothness of "Intolerance" nor the insight of "Broken Blossoms," tho at one time or another it reaches for all three. Even some burning love scenes by Mary Philbin and Don Alvarado do not give it complete warmth. It never grips so tightly you cannot shake it off.

The story is laid in South America in the 19th century, a locale lending itself nicely to the pageantry Griffith brings out with superb camera work, lighting and intelligence in the handling of people. He can still make a galloping horse more impressive than any man in the film world, and he can make his people act.

Mary Philbin and Don Alvarado turn in excellent jobs of the deep, restrained variety while Lionel Barrymore as the hunchbacked but big-hearted brother, towers above them both. The first two named will win the younger crowd, for Miss Philbin in a blond wig and Griffith's clinging gowns is revealingly beautiful while Alvarado is as handsome as any man on the screen.

THE ending has been changed here from the very tragic solution used in the $2 New York run. It probably was more gripping the other way but not so satisfactory at the box office.

"Drums of Love" is, withal, a good picture hampered because its direction overshadows its story. The impression, at least on this spectator, was that of seeing a well-told story, rather than of living it with its characters.

PAUL McCREA.

—Fair Pay for Federal Workers—

Washington Post 4-23-28

D. W. Griffith's Latest Picture Gives New Twist to the Triangle

The coming of a D. W. Griffith production is always an event of no little importance in the cinema world, and therefore considerable interest attaches to the Washington premiere of the director's latest—called "Drums of Love."

A United Artists production, directed by Griffith, and spotted with good people, the film certainly is better than the overage run of motion pictures, though by no means Griffith's greatest work.

It is, however, a most worthy film, one which will entertain thousands in a highly satisfactory fashion, and which is to be seen by all those interested in seeing Griffith's latter development.

* * *

"Drums of Love" is the eternal triangle done over with a slightly unusual variation. Two brothers are involved, the one ugly and politically powerful, the other handsome and subsidiary to his elder. A neighboring princess is betrothed to the latter, and the inevitable happens. The denouement is a little out of the ordinary.

Griffith has taken a trite yarn and made it good entertainment. He has done so with the aid of two excellent gentlemen—Tully Marshal in an obscure role which he makes an outstanding hit, and Lionel Barrymore, who is successful in an original characterization.

Mary Philbin plays the princess and the younger brother is played by one Don Alvarado.

As for Griffith, he is always in evidence. His love scene direction is admirable. The settings are good, the costuming effective.

The news reels and shorter subjects usual are included in this week's program in addition to the feature attraction. Claude Burroughs leads the orchestral accompaniment.

Washington Herald 4-23-28

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. A. Lightman

From Mr. S. Lindeman

Date April 24, 1928

Time

Reply to

Regarding the booking of "MAY DAY EVE," in any house at the present time, other than the Roger Sherman, New Haven, Conn., Mr. Gray thinks it best that we concentrate on this engagement only just now.

S.L. Lindeman

SL/IS

Please make all replies on back of this memorandum.

Form 12214

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Received at 1928 APR 24 PM 11 33

SF22 27A NL 1/143=HOLLYWOOD CALIF 24

E LINDEMAN,CARE D W GRIFFITH INC=
1476 BROADWAY NEWYORK NY=

I AM VERY MUCH TROUBLED ABOUT THE LATE SHOWINGS OF DRUMS IT MAY BE TRUE THAT IN A FEW OF THE BIG CITIES WHERE THEY HAVE COOLING SYSTEMS THEY DO FAIR BUSINESS IN SUMMER MONTHS BUT THAT IS ONLY IN A COMPARATIVELY SMALL NUMBER OF THEATRES AND YOU KNOW AS WELL AS I THAT WHEN THE TIME THE GOOD WEATHER BEGINS IN MAY UNTIL THE END OF THE SUMMER THAT EVERYBODY THAT HAS AUTOMOBILE OR CARFARE GETS OUT OF THE TOWN INTO THE COUNTRY NO MATTER HOW GOOD THE PICTURE YOU CANNOT EXPECT TO DO BUSINESS PARTICULARLY WITH A HEAVY PICTURE LIKE THE DRUMS WISH YOU WOULD SEND ME AT ONCE NEW LIST IMPORTANT BOOKINGS AND TIME THEY ARE PLAYING PICTURE CAN ANYTHING BE DONE TO KEEP FROM BOOKING PICTURE FROM MIDDLE OF JUNE UNTIL MIDDLE OF AUGUST AS YOU KNOW IT IS.

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NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, CHAIRMAN OF THE BOARD

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Received at

SF22 2/135=

IMPOSSIBLE TO GET REAL BUSINESS FOR ANYTHING DURING THESE TWO MONTHS DO NOT WORRY ABOUT COMPETING WITH NEXT PICTURE AS THEY ARE ENTIRELY DIFFERENT AND IF THE PICTURE IS ANY KIND OF A PICTURE WE BOTH KNOW IT CAN BE BOOKED IN THE FALL SHOW THIS WIRE TO MISTER GREY AND HAVE A TALK WITH HIM AS THIS MATTER IS MOST SERIOUS WHAT I AM TRYING TO AVOID IS ANY IMPORTANT NUMBER OF BOOKINGS IN THE HOT WEATHER AS FOR LOSING ADVERTISING AM SURE THAT THIS IS A LOT OF APPLE SAUCE AS PARTICULARLY IN THOSE MEDIUM SIZED CITIES AFTER THE PICTURE OPENS IT TAKES ONLY A COUPLE OF DAYS FOR THE PEOPLE TO KNOW WHETHER THEY LIKE IT OR NOT WHETHER IT IS THREE MONTHS OR SIX MONTHS AFTER THE FIRST RUN KINDEST REGARDS=

D W GRIFFITH..

April 28, 1928.

Mr. C. C. Wallace,
United Artists Corporation,
803 S. Wabash Ave.,
Chicago, Ill.

Dear Wally,

I am leaving tonight for Toronto, Canada, arriving there tomorrow to work on the censorship matter there. It is quite possible that I may have to go from Toronto to Montreal before calling on you in Chicago. However, I hope to be in Chicago about May 2nd to work with you on the censorship matter locally. Meanwhile, if you find it necessary to communicate with me try the United Artists office in Toronto.

With kindest personal regards, believe me

Sincerely yours,

ELL/CC

TELEPHONE HANOVER [illegible]

JOHN J. O'KANE JR. & CO.

42 BROADWAY

NEW YORK April 26, 192 8

M Bancharf & Pembleton, Inc.,
130 West 42nd St, N. Y. C.

WE HAVE SOLD TO YOU

QUANTITY	DESCRIPTION		PRICE	AMOUNT
100	D. W. GRIFFITH CLASS "A"	@	$1.88	

REMARKS

E. & O. E.

JOHN J. O'KANE, JR. & CO.

John J. O'Kane Jr. & Co

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RA203 44 NL

TORONTO ONT 27

MISS C M CONWAY

CARE D W GRIFFITH INC SUITE 908 799 SEVENTH AVE NEWYORK NY

ARRIVE DETROIT SATURDAY TO WORK ON CENSOR STOP REACH ME UNITED ARTISTS OR STATLER HOTEL STOP PLEASE WRITE RECEIPTS DRUMS RIALTO TO ME CARE UNITED ARTISTS CHICAGO WHERE I EXPECT TO BE TUESDAY STOP PHONE MR GRAY MY MOVEMENT AM WRITING HIM DETAIL REGARDS

E L LINDEMAN.

United Artists Corporation Limited
Hermant Building
Toronto, Ontario

April 27, 1933

Miss G.M. Conway,
c/o D.W. Griffith, Inc.
Suite #802, 729 Seventh Ave.,
New York City, N.Y.

Dear Miss Conway:

The Censor Board here in Toronto, Captain J.C. Boylen, is a tough cookie to handle.

He views pictures when he sees fit, tosses them out entirely if it suits his whim, or what have you?

I was in to see him this morning, and he is moving into a new office in the Parliament Building, and I reminded him that he was very nicely fixed except his walls looked rather bare, and I suggested that Mr. Griffith would be very pleased to send him a photograph.

This suggestion seemed to hit the Captain right in the soft spot, so I wish that you would have an autographed photograph of Mr. Griffith rushed on immediately.

Have it autographed to Captain J.C. Boylen.

Send it to him as Chairman of the Ontario Board of Censors, Parliament Building, Toronto, Ontario.

With kindest personal regards, I am,

Sincerely yours,
Edward Lindemann

ELL:L

April 27, 1928

PERSONAL.

Mr. A. Griffith Gray,
c/o Individual Films,
Paramount Building,
New York City, N.Y.

Dear Mr. Gray:

In accordance with my phone conversation with you yesterday, we have taken some of the scenes out of DRUMS OF LOVE, that Mr. Masters and Mr. Kohen, local men here, felt might get a positive rejection of the picture.

We have submitted the picture as cut to the Censor Board here today and I have called on Captain Boylen, the chairman, but due to the fact that the Board is moving its headquarters into another building, it will not be possible for him to view the picture before Monday.

In view of the fact that there have been some cuts ordered by the police censor in Detroit and the picture is supposed to open at the United Artists house there May 13th, I think the proper thing for me to do is to get over to Detroit, see the Censor there on Saturday and make whatever arrangements I can so the picture will go on in Detroit on schedule time, and the advertising campaign can be started accordingly.

It is likely that I may go from there to Chicago, unless Mr. Masters wires me to come back here in the meanwhile. However, I will keep you informed as to my movements.

As I told you when I last saw you, I visited the photographers just before leaving New York and regardless how I might feel, I am told I still look great. (Call this flattery if you will.)

With kindest personal regards, I am,

Sincerely yours,

ELL:L

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1051-B

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CLT	Cable Letter
WLT	Week End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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Received at Common Consolidated Western Union Detroit, Mich. Date

NB504 37 DL=BZ NEWYORK NY 28 435P

RECD APR 28 PM 9 10

E L LINDEMAN= 54

STATLER HOTEL DETROIT MICH=

RIALTO GROSS THURSDAY LSKA DOLLARS CK CENTS FRIDAY LCSK DOLLARS OE CENTS GROSS ON WEEK LRRLE DOLLARS KK CENTS STOP UNITED ARTISTS WEEKS BUSINESS C STRAIGHT PERCENTAGE RL GUARANTEE MONEY OKSB DOLLARS STOP PHONED MR GREY REGARDS=

C M CONWAY.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

April 28, 1928.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 27th instant in the above matter, with its enclosure of check to our order for $250., for which please accept our thanks.

Very truly yours,

Harold H. Kaufman
Adjustment Dept.

April 28th,1930

Mr. A. Griffith Grey,
Individual Films,
Paramount Building,
New York City.

Dear Mr. Grey:

Attached hereto is a copy of the eliminations on DRUMS OF LOVE, ordered by the Ohio State Censor Board.

They have just reached me today, and I am trying to arrange to leave here Monday night, and be at the Deshler Hotel, Columbus,Ohio, on Tuesday.

As you will see some of the cuts ordered by the Ohio Board, are very drastic and I am going to Columbus to see what can be done towards having them modify some of their cuts.

Harry Gold, District Manager, has given me the names of several people to see, who might be able to do something toward modifying the cuts, and knowing as I do, that there was some influence brought to bear to have the Ohio Board pass the WHITE ROSE, I was just wondering if you could suggest any person that you might know for me to approach, or any suggestion that you might make that would help this situation.

My date sheet shows that DRUMS was booked to open at Lowe's Theatre, Canton,Ohio, today, and I cannot find if the cuts have been accepted and this date is not being played, or if the date was cancelled.

If the cuts have been accepted by anyone, and this date played, it means that we will have to try to get the Board to re-review the picture. I will get this information from the Cleveland office tomorrow, (Monday), in time I hope for a wire from you at the Deshler Hotel , when I arrive there Tuesday morning, for any suggestions you have to offer.

Regarding the situation here, I had a talk with Lieutenant Royal Baker, Michigan Censor, and have gotten him to make some concessions on the original cuts offered. The cuts have been made and he is to screen the picture again tomorrow morning. He has been very fair and sincere and I believe will let the picture go just as I have cut it; if he does, it will not hurt a bit.

With kindest regards.

Very truly yours,

ELL-MJ

Form 1201-S

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Received at 33 East Gay St., Columbus, Ohio. Always Open

NB77 50 NL=NEWYORK NY 30

1928 APR 30 PM 10 11

E L LINDEMAN=

DESHLER HOTEL COLUMBUS OHIO=

RIALTO GROSS SATURDAY COHO DOLLARS BE CENTS /SUNDAY KELL DOLLARS /STOP REGARDING OHIO CENSORSHIP MR GREY SAYS DOESNT THINK THERES VERY MUCH YOU CAN DO ONLY YOU SHOULD INSIST ON INTELLIGENT SUBSTITUTE TITLE FOR TITLE ELIMINATED REEL NINE STOP NEXT THREE DAYS HE WILL BE AT CARLTON HOTEL WASHINGTON REGARDS=

C M CONWAY.

Melnzeter
[illegible]
c.2 of [illegible]

1953 APR 30 PM 10 11

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Randolph 4100

United Artists Corporation

2310 Cass Avenue
Detroit, Mich.

April 30, 1926.

Miss G. M. Conway,
Suite 502,
c/o D. W. Griffith Inc.,
729 Seventh Ave.,
New York City.

Dear Miss Conway:

Thanks for your wire on DRUMS' business.

Will leave here tonight, arriving in Columbus, Ohio, Tuesday morning, on a Censorship matter, and you can reach me at the Deshler Hotel until such time as I have advised you of my leaving.

With kindest regards.

Very truly yours,

Edward L. Lindeman

ELL-MJ

April 30,1928

Mr. Al Lichtman, Vice-Pres.,
United Artists Corporation,
729 Seventh Ave.,
New York City.

Dear Mr. Lichtman:

In handling the matter of censorship here with Lieutenant Royal Baker, I worked along the lines you suggested, and he has modified practically every cut he made, and attached hereto is a copy of the final eliminations, but I assure you that the cuts are not nearly as drastic as the printed list suggests, and I feel sure that by the few trims made, the picture has not been hurt a bit.

Mr. Royal Baker wished to be remembered to you, and also to assure you that he will always give any of your pictures the best possible break.

I am leaving tonight for Columbus, Ohio, to call on the Censor Board there. From the reading of the list of cuts made by them, which has been submitted to me, it seems they have been very drastic, and it will evidently require quite some manoeuvering to get them to modify their cuts.

With kindest regards.

Sincerely yours,

ELL-MJ

Sales Representative,
D.W. Griffith.

April 30,1928.

Mr. A. Griffith Grey,
Individual Films,
Paramount Bldg.,
New York City.

Dear Mr. Grey:

Attached hereto is a list of the final cuts as ordered by the Censor here for Michigan.

Lieutenant Royal Baker is in sole charge of the situation here, and I assure you he has been very lenient, and the eliminations that he has made are not nearly as severe as the enclosed list suggests.

He re-reviewed the picture with me Saturday; we talked it over and he told me about what he wanted. I made some trims in certain scenes, re-submitted the picture to him today, and then got him to reinstate about half of what I eliminated. I feel that he has left the picture in excellent state.

With kindest regards.

Very truly yours,

Sales Representative,
D. W. Griffith.

ELL-MJ

COPY

Hollywood, Calif. 21

A. G. GREY
CARE INDIVIDUAL FILMS INC PARAMOUNT BLDG NEWYORK NY

VERY GLAD TO HEAR YOU THINK THAT THE PICTURE HAS BEEN IMPROVED. I THINK IT WILL BE A GOOD THING FOR YOU TO GET THE CRITICS TO REVIEW PICTURE. YOU ARE ABSOLUTELY RIGHT ABOUT APPROPRIATING TWENTYFIVE HUNDRED DOLLARS FOR ADVERTISING FOR NEWYORK DIVISION. I DONT THINK HOWEVER IT IS WISE TO SAY ANYTHING ABOUT FRANCESCA DA RIMINI AS THE PICTURE IS CHANGED IT DOES NOT FOLLOW THAT STORY. I KNOW THIS HAS NO VALUE IN BOX OFFICE BEING AN OLD HEAVY TRAGEDY. I THINK WE SHOULD JUST PLAY UP THE DRUMS OF LOVE PERHAPS BELASCOS LINE ABOUT BEING THE GREATEST LOVE STORY EVER TOLD AND PERHAPS REGINA CANNONS PACKED WITH SUSPENSE AND THRILLS AND THE NEWS EXPECTS HOT LOVE SCENES. THINK SOMETHING SHOULD BE ALONG CANNONS SUSPENSE AND THRILLS SO EVERYBODY DOES NOT GET THE IMPRESSION THAT IT IS ONLY A LOVE STORY I THINK AS WE HAVE NEW ENDING IN ADDITION IT IS ABSOLUTELY ESSENTIAL TO APPROPRIATE THIS AMOUNT AS I BELIEVE THIS ENDING IS MUCH SOFTER THAN THE OLD ONE AS QUITE A FEW PEOPLE SAW THE PICTURE THE OTHER ENDING WAS VERY MUCH COMMENTED ON AND I IMAGINE THAT THEY THOUGHT IT WAS VERY HEAVY AND COLD I THINK PERHAPS THEY SHOULD BE TOLD THAT WE HAVE A DIFFERENT ENDING FOR IT

KINDEST REGARDS

D W GRIFFITH

R O M E - General Report for the month ending April 1928

I. MATTERS OF IMPORTANCE etc.

"The Gaucho" did not appeal as much as Mr. Fairbanks' previous pictures on account of the religious theme.

"The Circus" made a splendid success in Rome as well as in the other zone cities where it has been shown.

II. PRODUCTIONS RELEASED BY OTHER COMPANIES etc.

No picture of importance were released by other companies during March and April with the exception of "Napoleon" (French) which was not well received.

III. CHANGES IN PERSONNEL AND SALARIES.

None.

IV. MATTERS OF POLITICAL IMPORTANCE.

a b c. None.

d. We had great difficulties in getting "The Gaucho" passed by the Censorboard on account of the religious theme. While they admitted that this was handled in a masterly way, the religious authorities who have representatives on the Board claimed that religion should not be used for commercial purposes.

It is only due to the fact that United Artists has two good friends on the Board that the picture was finally passed with a few minor cuts.

V. MATTERS OF ECONOMIC IMPORTANCE.

Nothing.

VI. ANTI AMERICAN FILMS.

None.

IX. CONSOLIDATION etc.

Nothing.

General Report Rome -(Continued)

IX. NEW THEATRES etc.

A new first run house is being planned to be rented at the Piazza Barberini, Rome, to be ready in 1930.

X. The Daily Il Brillante, of Rome had a competition giving prizes for the best criticism on 'The Circus', This lasted for a month and provided valuable publicity.

XI. MEMBERS OF OUR ORGANIZATION etc.

None in particular.

XII. SUGGESTIONS etc.

None.

XIII. CHECK UP etc.

a) Yes

b) No

XIV. REPORT OF ANY OTHER CONDITIONS etc.

Nothing.

Signed: Mario Luporini.

-:-:-:-:-:-:-:-:-:-:-

C O P E N H A G E N - General Report for the month ending April 1928

I. MATTERS OF IMPORTANCE etc.

"Sorrell and Son" did not prove the success it was entitled to although the criticisms were excellent. The picture only appealed to intellectual public. The book had been translated in Danish but read only by the better classes and not the working element which is the principal patronage in the clientele here.

II. PRODUCTIONS RELEASED BY OTHER COMPANIES.

"Life Circus" - Defu (First National - German) Fairly well received.

"Her wild Oats" (First National) - Not successful.

"Jeanne d'Arc" (French) - Absolute failure.

III. CHANGES IN PERSONNEL AND SALARIES.

None.

IV. MATTERS OF POLITICAL IMPORTANCE.

a b c. None.

d. The Censor had first refused "Sorrell and Son" but after cutting parts of the scenes of Captain Sorrell and Carmel Myers in the bed-room and modifying the titles indicating that the son practically causes the death of the father at the end, the picture was finally passed.

V. MATTERS OF ECONOMIC IMPORTANCE.

There are still a large number of unemployed. This is an agricultural country and this year the farmers have had a hard time on account of the low prices of their products which they had previously been able to export with good profits.

VI. ANTI-AMERICAN FILMS.

None.

VIII. CONSOLIDATION etc.

None.

General Report - Copenhagen - (Continued)

IX. NEW THEATRES etc.

None.

X. ADVERTISING etc.

An unusual amount of exploitation for "Sorrell and Son".

XI. MEMBERS OF OUR ORGANISATION etc.

None in particular.

XII. SUGGESTIONS OR RECOMMENDATIONS etc.

None.

XIII. CHECK UP etc.

We are glad to have such photographs as those of Mr. Chaplin and Miss Del Rio's house as they provide excellent material which gives valuable publicity.

XIV. Certain members of the Government have agitated the enactement of a contingent law requiring that for every one hundred American films released there shall be made seven Danish pictures for which the American companies shall provide the money. It is considered that this movement will not have any support as it would be impracticable and prejudicial to Denmark in the eyes of other countries to impose such a regulation.

Signed: Wilhelm Jensen.

-:-:-:-:-:-:-:-:-:-:-

A.F.

In the Matter of the Application of D. W. Griffith, Inc., for a review and readjustment of the franchise tax for the year 1924.

BRIEF FOR THE TAXPAYER.

It appears that for the year 1924 the taxpayer deducted from its gross income, salary in the sum of $200,000 paid to D. W. Griffith for services rendered. It further appears that the said D. W. Griffith is an officer of the Corporation and a stockholder. By reason of this the tax commission disallowed such salary deduction in the sum of $150,000, thereby increasing its net income to that extent, and resulting in a tax accordingly.

The disallowance by the Commission of the salary paid to the said D. W. Griffith is based upon the theory that it does not constitute reasonable allowance as an ordinary and necessary expense incurred in carrying on the business, but is a diversion of profits under the guise of salary, and that as such the amount deducted was taxable as a part of the corporation's income. People ex Rel. Lorimer Greenbaum Co., 212 App. Div. 733.

The right of the Commission to examine into the payment of salaries to officers and stockholders is recognized and conceded. The conclusion arrived at may be questioned. Such conclusion should only be the result of a careful consideration of the facts in each case. In the Jaeckel case, 209 App. Div. 120, the facts show that it had

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

been the practice of the Board of Directors to fix a salary at the beginning of the year which was treated as a drawing account and at the end of the year additional compensation was provided in such amounts as the directors should determine according to the success of the business and the value of their services to the Company. The court holds that "the amount of money which the father would have received and did receive is not the important consideration. It was the manner in which it was received, whether for services or in lieu of a dividend for the purpose of evading taxation". The court further holds that "it (salary) was not measured by the ordinary and reasonable value of his services as required by statute. A dividend was evidently avoided by fixing a salary for him far disproportionate to the value of any services which he could reasonable be expected to render...". The individual whose salary was questioned in this case was a man of about 75 years of age and he only attended the office about once a week. Further quoting the decision in that case the court holds that the salary "could not be considered, as a whole, as a deductible, ordinary and necessary expense for services actually rendered", and where the directors are "empowered to fix the salaries would be likely to distribut their surplus profits in such a way as to avoid this tax by inflating a salary instead of declaring a dividend". In the Lorimer Greenbaum case it was the practice of the relator to allow commissions on sales and then at the end of the year to vote an extra sum as compensation for the performance of official duties in the management of the business.

An examination of the above cases indicate that there are three important factors to be considered; 1-The manner in which salary is fixed, 2-Reasonableness of the amount, 3-Value of the services rendered. As to the first point the facts in both cases disclose that the amount of the salary, or at least a large proportion of such salary, is voted for by the directors at the end of the year. Under such circumstances there can be no question that the deciding factor is the amount of surplus

profits earned bythe company for the past year. It also appears that the amounts so voted are unreasonable and not proportionate to the amount of time devoted to the business by the officer. This second factor is closely allied to the third, in that the amount of time devoted to the business may determine the value of the services rendered. In both the above cases the services rendered, for which extra compensation was voted, were purely nominal.

The facts in the case of D. W. Griffith, Inc., are easily distinguished from the facts in the two cases above referred to. Mr. Griffith is char ed with the general direction, supervision and production of motion pictures. The entire responsibility, from the selection of the scenario to its final showing on the screen, including its cost, rests solely and wholly upon Mr. Griffith. The average patron of motion pictures, and it is really difficult to find one who is not a patron of motion pictures, is fully aware of the value of the director to the results obtained. The picture as finally shown to the public is the brain child of the director. The actors are machines to be molded into the depiction of scenes as the director directs. To Mr. Griffith personally is attributed the great success of "The Birth of a Nation", "America", and "Way Down East". Critics and the public alike attribute the great historical, artistic and financial success of these pictures solely to the ability of Mr. Griffith.

The salary or compensation paid Mr. Griffith does not depend in any way upon the financial success of his pictures or upon the earnings or net profits of the company for any stated time. When the D. W. Griffith, Inc. was organized it acquired the personal services of Mr. Griffith which were contracted for by an agreement in writing wherein and whereby he agreed to serve as general director for a period of ten years at a salary of $200,000 per year payable in weekly installments, and during such

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

period to give his entire time and best efforts to the successful prosecution of the business, and not otherwise to enter into or have any interest in the production or distribution of motion pictures or permit the use of his name in any motion picture enterprise, except that he may produce motion pictures in the territory of Alaska. This contract is dated July 1, 1920, the corporation having been incorporated under the laws of Maryland June 30, 1920. Therefore his salary is not fixed from year to year or from time to time by the directors as the profits may warrant or justify. As quoted above, in the Jaeckel case it is the manner in which it was received, rather than the amount, that is the determining factor. It cannot be said that the obligation to pay such salary is an after thought or the result of large profits, or an effort on the part of the taxpayer to divert such profits into salaries and thereby avoid this tax.

It is not subject to change by the directors. It is a fixed legal obligation in no way dependent upon profits or upon ownership of stock. The assets and earnings of the company have been obligated from the beginning and whether the company pay $1 or $1000 on each share as a dividend, it in no way effects the amount of salary payable to Mr. Griffith.

As to the reasonableness of the amount, attention need only be called to similar salaries paid to other well known directors in the motion picture world. The affidavit of Adolph Zukor, President of the Famous Players-Lasky Corporation, as to the value of Mr. Griffith's services may be said to be opinion evidence and therefore of no value. But his statement is supported by an actual contract entered into and by and between Famous Players Corporation, D. W. Griffith, Inc. and Mr. Griffith, whereby the Famous Players Corporation has agreed to pay to the taxpayer the sum of $500,000 for the services of Mr. Griffith in directing and producing three pictures for the last named company. In addition the Famous Players Corporation has agreed to pay Mr. Griffith additional compensation in the form of bonuses, percentage of profits of the pictures which he directs.

D. W. GRIFFITH COLLECTION
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This contract is dated June 10, 1924. Two of the pictures provided for in said contract have been produced in the period of six months. If nine months is allowed for the third picture, which is the time allowed by those of expert knowledge of the business, the terms of the contract will have been fulfilled in not over one and a half years. For this period of time the Griffith Corporation will receive $500,000 from the Famous Players Corporation. The salary paid Mr. Griffith by the taxpayer for the corresponding period of time is $200,000, resulting in a net profit of $300,000 to the taxpayer for and solely on account of the personal services of Mr. Griffith. In view of these facts it is difficult to support any conclusion or finding that such salary is unreasonable or that his services are not well worth the amount received therefor.

It is contended that the question of whether the earnings of the corporation for the year 1924 do not justify or warrant the payment of such a salary is not material since the obligation to pay such salary dates from July 1, 1920, and is for a period of ten years. The Commission in holding that it is a question of value of his services to the Corporation cannot overlook the probability of the realization of future profits by reason of services rendered in the past.

From past earnings it is possible to fairly accurately estimate or compute the re-issue value of a picture. Such values are also based upon offers from others who desire to purchase outright the re-issue rights to some of these pictures. The taxpayer owns five well known motion pictures produced and filmed under the personal direction of Mr. Griffith, having a re-issue value computed below, based upon past earnings and offers for the re-issue rights:

Way Down East	$ 500,000
Orphans of the Storm	200,000
America	200,000
Broken Blossoms	100,000
Hearts of the World	50,000
	$ 1,050,000

D. W. GRIFFITH COLLECTION
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In other words, Mr. Griffith has created assets of the fair and reasonable cash value of $1,000,000. The pictures could be sold outright for that amount or the profits realized in subsequent years by re-issuing such pictures. These facts lead to the inevitable conclusion that the earnings of the corporation for any one year cannot measure the value of Mr. Griffith's services to the corporation for that year. Years after the expiration of the contract profits will be realized by the taxpayer as a result of such services rendered in the past.

Another factor that enters into consideration according to the Paschal case is the amount of time devoted to the business by the individual whose salary is questioned. Motion picture directors do not work according to any fixed schedule of hours. Their objective is a true, accurate, pictorial presentation of stories, literary works, historical events, etc. The scenes are taken wherever the story or plot demands and whenever weather and other conditions permit. It may mean working twenty-four hours a day in order to take advantage of certain conditions. Minutes, hours and days are lost sight of except only to finishthe picture within certain time limits.

To hold that the salary deduction for the year 1924 does not constitute a reasonable allowance as an ordinary and necessary expense incurred in carrying on the business, but is a diversion of the profits under the guise of salary, constitutes a failure to recognize; (a) a contractual obligation entered into before any profits were realized by the corporation, (b) the value of Mr. Griffith's services, past, present and future, (c) the value of his services to another organization engaged in a similar business, but having no connection with or relation to the taxpayer, (d) the amount of time devoted to the business.

WHEREFORE, the taxpayer respectfully requests that

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

the salary deduction of $800,000 be allowed as an ordinary and necessary expense incurred in carrying on the business of the corporation.

D. W. GRIFFITH, INC.,
1476 Broadway,
New York.

M. G. Kizmer
Of Counsel
130 Broadway,
New York.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Supreme Court

APPELLATE DIVISION—THIRD DEPARTMENT.

PEOPLE OF THE STATE OF NEW YORK, *ex rel.*,
D. W. GRIFFITH, INC.,

Relator,

vs.

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission,

Respondents.

CERTIORARI ORDER AND RETURN

ALBERT H. T. BANZHAF,
Attorney for Relator,
130 West 42nd Street,
New York City.

E. CROSBY KINDLEBERGER,
Of Counsel.

ALBERT OTTINGER,
Attorney General,
Attorney for Respondents.

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Supreme Court

1

APPELLATE DIVISION—THIRD DEPARTMENT.

PEOPLE OF THE STATE OF NEW YORK *ex rel.* D. W. GRIFFITH, INC.,
Relator,

v.

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission,
Respondents.

2

STATEMENT.

This proceeding was commenced on February 14, 1928, by the appearance of the respondents herein waiving notice of application for certiorari order and consenting to the granting thereof. On February 18, 1928, an order allowing the issuance of such certiorari order was made by Hon. Pierce H. Russell, at a Special Term, Third Judicial District, at Troy, N. Y., and on the same day a certiorari order herein was issued by the Hon. Pierce H. Russell. Return was made by the respondents on March 17th, 1928.

3

The names of the original parties hereto are given in full above. The relator appeared by Albert H. T. Banzhaf, 130 West 42nd Street, New York City (E. Crosby Kindleberger, of counsel, 31 Nassau Street, New York City) and the respondents by Albert Ottinger, Attorney General.

4 **Petition for Order of Certiorari.**

NEW YORK SUPREME COURT,

ALBANY COUNTY.

In the Matter of the Application

of

D. W. GRIFFITH, INCORPORATED,
for a Certiorari Order to MICHAEL
F. LOUGHMAN, JOHN J. MERRILL
5 and MARK GRAVES, constituting
the State Tax Commission.

To the Supreme Court of the State of New York:

The petition of D. W. Griffith, Incorporated, respectfully shows:

FIRST. That Michael F. Loughman, John J. Merrill and Mark Graves constitute the State Tax Commission.

6 SECOND. That your petitioner is a corporation duly organized and existing under the laws of the State of Maryland, having been organized in that State on June 30, 1920, with a total authorized capital consisting of 500,000 shares of stock of no stated par value, and was and is engaged in interstate commerce, to wit, the business of producing, distributing and selling, both in New York State and elsewhere, and exhibiting throughout the various States of the United States of America, motion pictures.

THIRD. That your petitioner on or about the 6th day of July, 1920, duly filed an application with the Secretary of State of the State of New York for permission to carry on its business in the State of New York, and on the same day duly notified the State Tax Commission that it had made due application to the Secretary of State for a certificate of authority to do business in the State of New York. On July 9th, 1920, the Secretary of State of the State of New York issued to the petitioner a certificate of authority to do business in the State of New York, such certificate reciting that the corporation 8

> "has complied with all the requirements of law authorizing it to do business in this State."

FOURTH. That Article IX, Section 181, of the New York State Tax Law, as it existed in July 1920, provided that foreign corporations like your petitioner should pay a license fee of one-eighth of one per cent.

> "for the privilege of exercising its corporate franchises or carrying on its business in such corporate or organized capacity in this State, 9
> to be computed upon the basis of the capital stock employed by it within this State during the first year of carrying on its business in this State."

It was also provided in and by said statute that no action should be maintained by any such foreign corporation after thirteen months from the time of beginning business within the State of New York, without obtaining a receipt of the Comptroller for the payment of the license fee

"upon the capital stock employed by it within this State during the first year of carrying on its business in this State."

Nothing was stated in the statute about no par stock.

FIFTH. That during the year beginning July 1, 1920, there were issued by your petitioner two classes of its stock, from which the following sums had been received:

11

Class "B" 375,000 shares at $5.86⅔ a share	$2,199,975.00
Class "A" 100,000 shares at $8.50 a share	850,000.00
Class "A" 21,693 shares at $10.75 a share	233,199.75
Total	$3,283,174.75

Valuing this capital at the rate provided by Section 181 of the Tax Law of the State of New York in force throughout the year 1920, and up to and including May 11, 1921, this petitioner was liable to pay a license fee of approximately $3,980.85.

12

SIXTH. This petitioner accepted the offer of the State of New York to permit it to carry on business within the State of New York, on payment of the license fee under said statute then exising of $3980.85, and thereby the State of New York duly contracted and agreed to permit petitioner to carry on business within the State of New York on payment of said amount of license fee.

SEVENTH. That thereafter by Chapter 705 of the Laws of 1921, which took effect on May 12, 1921,

Section 181 of the Tax Law of New York State was amended by adding the following words to the statute,

> "The issued capital stock of any corporation without designated monetary value, shall pay for the use of the State a license fee of six cents on each such share employed in this State as hereinbefore provided."

This Act was not stated to be retroactive.

EIGHTH. That in compliance with Section 181 of the Tax Law, and pursuant to the demand and requirement of the Tax Commission of the State of New York, your peitioner duly filed with the said State Tax Commission in the year 1921, after May 12, 1921, a written report showing among other things the total number of shares authorized; total number of shares sold during the year; amount received therefor; total assets of your petitioner located within the State of New York; total assets located outside of the State of New York, and other information required to be set forth therein; and subsequently your petitioner having issued additional shares of capital stock, filed a supplemental report setting forth the information required therein and filed the same with the State Tax Commission. 14 15

NINTH. That thereafter the State Tax Commission audited and stated an account for license fee or tax under Article IX, Section 181, of the Tax Law, for the privilege of the petitioner to do business in the State of New York, at the sum of $29,491.86, which purported to be a tax of six cents

per share on the number of shares of the stock of your petitioner, i. e., 491,551 shares of no par value stock of petitioner determined by the State Tax Commission to be employed within the State of New York; such audit being at the rate fixed by Section 181 of the Tax Law, as amended by Chapter 705 of the Laws of 1921.

TENTH. That thereafter and on or about the 21st day of September, 1923, your petitioner made application to the State Tax Commission, under
17 the provisions of Section 198 of the State Tax Law, for a revision and readjustment of the tax assessed against your petitioner, a copy of which is annexed hereto as Exhibit "A".

ELEVENTH. That pursuant to said application the State Tax Commission granted a hearing thereon, and hearings were had on December 18, 1923, and on February 9, 1926, the latter being before the Hon. John J. Merrill, one of the State Tax Commissioners, and Hon. N. W. Canfield, Deputy Commissioner, testimony taken, evidence submitted thereat, and reduced to writing.

18

TWELFTH. That thereafter the said State Tax Commission made its determination, dated January 16, 1928, affirming in all respects said original assessment of tax in the sum of $29,491.86. A copy of said determination is hereto attached, made a part hereof and marked Exhibit "B". Said determination was served upon your petitioner on January 18, 1928.

THIRTEENTH. Your petitioner further shows that the assessment of said license fee or tax, and

determination by the said State Tax Commission, as hereinabove set forth, is illegal, erroneous by reason of overvaluation, unconstitutional and void, for the following reasons:

1. That the State Tax Commission should have fixed the license fee under the provisions of Section 181 of the Tax Law in force on July 9, 1920, when your petitioner, a foreign corporation, obtained authority to do business within the State of New York; that statute as then in force measuring the license fee lawfully imposable. 20

2. That the State Tax Commission in construing the amendment to Section 181 of the Tax Law, passed May 12, 1921, to be retroactive and applicable to this petitioner, made an illegal and erroneous determination.

3. That the imposing of a license fee based not on the portion of the capital of the petitioner, a foreign corporation, employed in New York State but upon a wholly arbitrary figure of six cents upon each share of petitioner's no par stock, determined by the State Tax Commission to be employed in 21 New York State, was in violation of the Constitution of the United States, XIV Amendment, in denying to your petitioner equal protection of the laws, and also in violation of the said XIV Amendment of the Constitution of the United States in depriving it of its property without due process of law, and in violation of Article I, Section 10, of said Constitution of the United States, in illegally imposing an improper burden upon interstate commerce.

4. That the arbitrary imposition of a so-called license fee of six cents on each share of no-par stock of the petitioner, irrespective of the amount of its capital employed in business in the State of New York, was an unequal tax, and illegally discriminated against your petitioner and other corporations having no-par stock, in favor of foreign corporations doing business in New York whose stock is of named value, in violation of the XIV Amendment of the Constitution of the United States prohibiting any State from denying equal protection
23 of the law.

5. That the arbitrary fixation of a license fee of six cents for each share of the no-par stock of the petitioner, a foreign corporation, is unconstitutional, illegal and void, in attempting to tax a foreign corporation upon its number of shares of no-par capital stock, instead of upon its capital and assets employed in the State of New York, as is done with respect to foreign corporations having a named par value, all in violation of the XIV Amendment of the Constitution of the United States forbidding a State from depriving a person or cor-
24 poration of its property without due process of law.

FOURTEENTH. Your petitioner will deposit with the State Tax Commission before the presentation of this petition, the amount of license fee determined to be due from this petitioner by the State Tax Commission as aforesaid, to wit: $29,491.86 and interest, and is filing with the State Tax Commission a duly executed undertaking by the United States Fidelity and Guaranty Company, a surety company duly authorized to do business in the

State of New York, conditioned that if the order should be dismissed, or the determination of the Commission affirmed, the petitioner would pay all costs and charges which might accrue against it, or in the prosecution of the certiorari order, including costs of all appeals.

WHEREFORE, your petitioner prays that an order of certiorari may be ordered to be issued out of this Court directed to the said Michael F. Loughman, John J. Merrill and Mark Graves, constituting the said State Tax Commission, commanding them to 26
certify and return to this Court, within twenty days from the date of said certiorari order, in the office of the Clerk of the County of Albany, in the City of Albany, and within the like time to serve a copy thereof on the attorney for the petitioner herein.

1. All and singular the proceedings had by the said State Tax Commission relating to the assessment and determination of the said license fee or tax assessed against your petitioner by the State Tax Commission, under the provisions of Section 181 of the Tax Law of the State of New York, and 27
specifically, whether said fixation of said license fee was made under Section 181 as it existed prior to or subsequent to May 12, 1921, when Chapter 705 of the Laws of 1921 took effect;

2. All and singular the papers, affidavits, evidence submitted by your petitioner and filed with the State Tax Commission, and any other papers, affidavits, evidence, data, writings, memoranda and information, if any, before the State Tax Commission, and the substance of any oral reports or in-

formation made to or considered by said State Tax Commission, and upon which it arrived at its determination as to the said license fee or tax, and as to the attempted revision and resettlement of the same requested by your petitioner;

To the end that the said license fee and the determination as to the amount thereof, and the refusal to revise the same, and all action of the State Tax Commission thereon, may be reviewed both as to the law and the fact, and if found to be erroneous or illegal in any respect hereinbefore set forth,
29 or otherwise, may be revised, corrected and restated by the Supreme Court of the State of New York, as provided by Section 199 and 200 of the Tax Law of the State of New York; and that your petitioner may have such other and further relief as may be just and proper in the premises.

No previous application for this or any similar relief has been made to this or any other Court.

Dated, New York, February 14th, 1928.

D. W. GRIFFITH, INCORPORATED,

30 By ALBERT H. T. BANZHAF, Sec.,
Petitioner.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

Albert H. T. Banzhaf, being duly sworn, deposes and says: That he is an officer, to wit, the Secretary of D. W. Griffith, Incorporated, the petitioner named in the foregoing petition; that he has read

the same and the same is true to the best of deponent's knowledge and belief. That deponent, as Secretary of the petitioner herein, had charge of the various proceedings heretofore had for the fixation of the license fee, to enable the petitioner, a Maryland corporation, to do business in the State of New York.

ALBERT H. T. BANZHAF.

Sworn to before me, this 14th day of February, 1928. } 32

CHAS. R. WENDT,
Notary Public.
N. Y. Co. No. 165
New York Co. Register's No. 9559
Queens Co. Clerk's No. 2685, Register's No. 5360
Certificate Filed, Richmond Co.
Commission Expires, March 30, 1929

Exhibit "A".

33

Is the same as Exhibit 3 annexed to the return and is therefore not reprinted.

Exhibit "B".

Is the same as Exhibit 5 annexed to the return and is therefore not reprinted.

34

Appearance, Waiver and Consent.

The respondent named in the foregoing petition hereby appears in this proceeding by Albert Ottinger, Attorney General, and hereby admits service of a copy thereof, waives notice of application for certiorari order therein sought, and consents to the granting thereof at the next Special Term of the Supreme Court to be held on February 18th, 1928.

Dated, Albany, N. Y., February 15, 1928.

35

ALBERT OTTINGER,
Attorney General for Defendant.

36

Order for Certiorari. 37

At a Special Term of the Supreme Court, State of New York, held in and for the Third Judicial District, at Troy, N. Y., on the 18th day of February, 1928.

Present,

HON. FRENCH H. RUSSELL,
Justice.

In the Matter of the Application 38
of
D. W. GRIFFITH, INCORPORATED, for Certiorari Order to Michael F. Loughman, John J. Merrill and Mark Graves, constituting the State Tax Commission.

On the reading and filing the petition of D. W. GRIFFITH, INCORPORATED, dated February 14, 1928, and the waiver of the Attorney General thereto 39
annexed, and upon proof of the depositing with the State Tax Commission of the amount of the license fee as fixed by said State Tax Commission, with interest, in all $29,639.32, and of the undertaking, duly approved, as required by Section 200 of the Tax Law of the State of New York,

NOW, on motion of ALBERT H. T. BANZHAF, attorney for the petitioner, and on the consent of ALBERT OTTINGER, Attorney General of the State of New York, it is

40 *Order for Certiorari*

Ordered, that a certiorari order issue out of and under the seal of this Court, directed to Michael F. Loughman, John J. Merrill and Mark Graves, constituting the State Tax Commission, and returnable at the office of the Clerk of the Supreme Court in and for the County of Albany, within twenty days after the service of a copy thereof to review the determination of the said State Tax Commission referred to in the petition hereto annexed.

41 Enter in Albany County,

PIERCE H. RUSSELL,
Justice of the Supreme Court.

42

Order of Certiorari.

43

SUPREME COURT,
ALBANY COUNTY.

PEOPLE OF THE STATE OF NEW YORK in relation of D. W. Griffith, Incorporated,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission.

44

WHEREAS, we have been informed by the petition of D. W. Griffith, Incorporated, dated February 14, 1928, that on or about the 25th day of April, 1923, the above named State Tax Commission of the State of New York did adjust an account for license fee or tax under the provisions of Section 181 of the Tax Law of the State of New York, in the sum of $29,491.86; that said petitioner thereafter filed an application for a revision of said account, and that hearings were had thereon, and that thereafter on the 16th day of January, 1928, said Tax Commission rendered its decision on said application affirming said amount, and determining that the computation of license fee or tax therein stated was correct; and

45

WHEREAS, it is alleged by the petitioner that in said determination an injustice has been done to said petitioner, and that said determination is er-

runeous, incorrect and illegal, and in violation of the Constitution of the United States; and we are willing to consider the proceedings in the premises,

WE COMMAND YOU to certify and return to the office of the Clerk of the Supreme Court, in and for the County of Albany, within twenty days after the service of this writ upon you, all your proceedings and actions in the premises, and all the accounts, affidavits and evidence submitted to you and which were before you of and concerning the said account
47 for license fee or tax imposed against D. W. Griffith, Incorporated, under the provisions of Section 181 of the Tax Law of the State of New York, including the substance of all oral communications received and acted upon by said Tax Commission concerning the said account for license fee, or the application for revision thereof, and your decision and determination, in order that the same may be revised and corrected by this Court according to law, and within like time serve a copy of all of said papers on the attorney for the petitioner herein.

WITNESS, Hon. Pierce H. Russell, Justice of the
48 Supreme Court at Troy, New York, on the 18th day of February, 1928.

STANTON P. HULL,
Clerk.

The foregoing order is hereby allowed this 18th day of February, 1928.

PIERCE H. RUSSELL,
Justice of the Supreme Court.

Return.

49

SUPREME COURT,

ALBANY COUNTY.

PEOPLE OF THE STATE OF NEW YORK in relation of D. W. GRIFFITH, Incorporated,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission.

50

The State Tax Commission of the State of New York, composed of the State Tax Commissioners Michael F. Loughman, John J. Merrill and Mark Graves, obedient to the command of the order of certiorari issued out of this court on the 18th day of February, 1928, a copy of which is hereto annexed, hereby certifies and returns to this court the accounts and all the evidence taken before it on the application of D. W. Griffith, Incorporated, for a 51
revision, resettlement and readjustment of its account for license fee under Section 181 of the Tax Law, and all the papers and proofs upon the original statement of said account and all the proceedings thereon, documents, reports and other records submitted to or considered by the State Tax Commission, together with its action in the premises, to wit:

(I) Formal report of the relator corporation made to the State Tax Commission on or about

the 30th day of June, 1922, under and in pursuance of the provisions of Article 9-a of the Tax Law.

(II) Notice of assessment of license fee under Section 181 of the Tax Law, mailed to the relator corporation by the State Tax Commission on or about the 25th day of April, 1923.

(III) Application of the relator corporation to the State Tax Commission for a revision and readjustment of its account for said license
53 fee, filed with the State Tax Commission on or about the 22nd day of September, 1923.

(IV) Transcript of proceedings had and testimony taken at the office of the State Tax Commission in the City of Albany, N. Y., on the 9th day of February, 1926, upon the application of the relator for a revision and readjustment of the said license fee.

(V) Final determination of the State Tax Commission, forwarded by said commission to the relator corporation on or about the 16th day of January, 1928.

54

The State Tax Commission further denies each and every allegation in the petition for the order of certiorari, the order for certiorari and the order of certiorari herein, except in so far as the same are shown to be true by this return, and the State Tax Commission alleges that the license fee imposed upon the relator herein was justly and legally imposed upon it under the laws of the State of New York.

In witness whereof, the State Tax Commission has hereunto set its hand and seal this 15th day of March, 1938.

STATE TAX COMMISSION,

By

President.

John J. Merrill,
Commissioner.

Mark Graves, 56
Commissioner.

[seal.]

58 **Exhibit 4.**

Form 3 IT 4-21-22-300,000 (26-3620) Page 1

FRANCHISE TAX ON BUSINESS CORPORATIONS

Every corporation incorporated prior to July 1, 1922, must make this report.

TO STATE TAX DEPARTMENT, ALBANY, N. Y.

This report is DUE JULY 1, 1922, if the corporation made a report of net earnings to the United States Treasury Department before June 1, 1922,
59 or if the corporation completed no fiscal year prior to July 1, 1922.

The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1922.

Corporations filing reports with the United States Treasury Department after June 1, 1922, for a fiscal year ending before July 1, 1922, must file this report within thirty days after such filing.

Name of corporation D. W. Griffith, Inc.
(Exact corporate title)

60 Mail address Orienta Point, Mamaroneck, N. Y.

I make the following report of such company for the year ending DECEMBER 31, 1921, or the fiscal year ending , pursuant to Article 9-A of the Tax Law.

(Date inserted above must be the same as given in the answer to (8) below)

(1) Organized June 30th, 1920, under the Laws of Maryland

(2) Began business in New York July 1st, 1920

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? Yes

(4) Authorized capital stock, 125,000 shs. Pfd. A, 375,000 shs. Com. B

(5) Amount of average indebtedness for year, $1,109,487.85

(Exclusive of capital stock) 62

(6) Issued capital stock, June 30, 1922, $1,635,515.12

No. shares common stock..... Par value, $....

No. shares preferred stock..... Par value, $....

No. shares without par value 496,693 amount paid in on all shares, $1,635,515.12

(7) If your fiscal year has been changed since July 1, 1920, how? No change

(8) ENTIRE NET INCOME FOR THE YEAR ENDING DECEMBER 31, 1921, or the FISCAL YEAR (PERIOD) COMMENCING ..... AND ENDING....., as shown by its report to the UNITED STATES TREASURY DEPARTMENT without deduction for excess profit, normal income tax or the $2,000 allowed by the Federal Government as an exemption, Deficit $68,031.48 63

(Note: The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1921, and June 30, 1922, inclusive.)

64 *Exhibit 1*

(9) Dividends received from corporations not included in (8) $2,400.00

(10) State amount of interest received, if organized under the laws of New York, from Federal or other obligations included in item (8) None and also state amount not included in (8) None

(10-a) State amount of interest received, if not organized under the laws of New York, from Federal or other obligations included in item (8) None
65 and also state amount not included in item (8) None

(Sub. 1) (Sub. 2)

(10-b) State the amount of interest included in (10-a) received from such obligations held in New York, as regards (sub. 1) None and (sub. 2) None

(11) State amount, if any, deducted in arriving at (8), allowed by the Federal Government for losses sustained in prior years, and amount allowed for each year None For 19..., None For 19..., None For 19..., None For 19..., None

66

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally determined for the year ending None 1916, None 1917, None 1918, None 1919, None 1920, None

(If no change made insert the word "None")

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $....

(14) If the amount reported in (5) is inaccurate, state the amount claimed to be correct, $.....

(15) Nature of business and how transacted Production and exhibition of motion pictures

(16) Place, street and number where business is conducted Orienta Point, Mamaroneck, N. Y.

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year. Corporate office, 101 East Fayette St., Baltimore, Md. 68

(18) Any corporation except one having stock without par value, may omit the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent. or upon its entire issued capital stock at one mill on the dollar, as provided by law. 69

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

.....

.....

(Official title)

70 *Exhibit 1*

(19) Does this corporation own a majority of the stock of another or other corporations No
If so, give name of each and amount held.

(20) Is a majority of the stock of this corporation owned by another corporation? No If so, by what other?

THIS REPORT MUST BE SWORN TO ON PAGE FOUR.

71 ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED.

THE NOTES ON PAGE THREE SHOULD BE READ CAREFULLY

MUST BE ANSWERED Page 2

(21) Did this corporation file a consolidated report with the United States Treasury Department? No

(21-a) If so, state amount of consolidated net
72 income, $.....

(22) Were its income and assets included in the consolidated report of another corporation? No
If so, name of corporation reporting the consolidated net income.....
and amount of net income so reported, $.....

(23) Give the names and net income or loss attributable to each corporation, including the re-

porting corporation, included in the consolidated report, and specify whether gain or loss.....
$..... $..... $.....

(24) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? No

If so, give name of each corporation and date of acquisition 74

SEGREGATION OF ASSETS

Note: The following segregations MUST be made by all corporations having stock without par value.

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

(a) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within and without this state.....	$ 58,737.22	75
(b) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from the purchase, or sale of, or trading in, personal property, or from services performed by the		

76 *Exhibit 4*

corporation, its officers or agents, excluding those arising in any way from advances or loans.....	$	
‡Average monthly value of all its real property wherever located (actual value).....	$	672,913.15
‡Average monthly value of all its tangible personal property wherever located (actual value)	$	2,033,569.16
77 §Average total *actual* value of shares of stocks of other corporations owned by this corporation (notes, bonds, cash and evidences of debt must not be included)...	$	30,000.00
Total	$	2,795,219.50

ADDITIONAL INFORMATION

To be used to determine fees under §181 of Tax Law and one mill tax.

(1) Average monthly bank and cash		
78 balance during the year.....	$	126,548.11
(2) Average value of bills and accounts receivable during the year arising from advances or loans and not included above.....	$	
(3) Average value of bonds, loans on call and other financial securities wherever held, used or employed during the year (not including shares of stock).....	$	

Exhibit 4. 79

ASSETS SEGREGATED TO NEW YORK STATE ONLY

(a) Average monthly value of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within this State ..... $ 58,737.32

(b) Average monthly value of bills and accounts receivable arising from personal property owned by the corporation and not manufactured by it within this State but sold by it or its agents and located within the State at the time of the receipt of the order..... $ 80

(c) Average monthly value of bills and accounts receivable arising from the purchase or sale of, or trading in, goods, wares or merchandise not located at any place at which the corporation conducted a permanent or continuous business without the State and where the bills and accounts receivable arose from orders received or accepted by any officer or agent, or at any place of business, in this State..... $ 81

(d) Average monthly value of bills and accounts receivable arising from services performed by any officer, agent or representative of the corporation connected with,

82 *Exhibit 1*

sent from, or reporting, either directly or indirectly, to any officer located in this State or at any office located, owned, rented or occupied in this State.§

§Average monthly value of its real property within this State as detailed in this report (actual value) $ 672,915.12

§Average monthly value of its tangible personal property in New York
83 State as detailed in this report (actual value) $2,033,569.16

§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below..... $ 10,000.00

Total $2,775,219.50

ADDITIONAL INFORMATION

To be used to determine fees under §181 of
84 Tax Law and one mill tax.

(1) Average monthly bank and cash balance in New York State during the year ..... $ 116,183.92

(2) *Average value of all bills and accounts receivable in New York State during the year..... $

(3) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year (not including shares of stock)..... $

Exhibit 4 85

* All bills and accounts receivable due for goods located in New York State at the time of sale or receivable by the corporation at an office within New York State and not already included in (a), (b), (c) and (d), in assets segregated to New York State, must be included in this item.

‡ Real property and tangible personal property shall be taken at its actual value where located.

§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock. 86

Note.—If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States. 87

		High	Low
Average price at which this corporation's stocks sold during the year	Common	...	...
	Preferred ...	...	...
	No par.....	$15	$7

88 *Exhibit 4*

How many shares of the corporation's stock were transferred on its books during the period covered by this report?

Page 3

DISTRIBUTION SCHEDULE (Must be completed)
City or town Mamaroneck
Incorporated village.... .....
County Westchester

89 If the company's entire tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel.

PENALTIES

Any OFFICER making a fraudulent report becomes personally liable to a FINE OF $1000.

The Law provides a PENALTY of not more than $5,000 for neglect or refusal to file this report.

90 FOR FAILING, THROUGH NEGLIGENCE, TO PAY TAX WHEN DUE:

Ten per cent of the tax due and unpaid plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

INFORMATION

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean.

Exhibit 4 91

In making report every space must be used except where the blank states that the spaces are not to be filled. Wherever no figures are to be inserted the word "none" should be inserted.

If there is no net income to be returned in answer to paragraph (8) insert the word "deficit" and state the amount thereof.

ALL CORPORATIONS MUST MAKE THIS REPORT EXCEPT THE FOLLOWING:

(1) Real estate corporations wholly engaged in the purchase and sale of and holding title to real estate for themselves (this does not include so-called real estate companies having leasehold interests only, or real estate agents or brokers). 92

(2) Corporations whose sole business consists of holding stocks of other corporations for the purpose of controlling the management and affairs of such other corporations, except such as are specifically subject to report under the provisions of subdivision nine of section two hundred and eleven of the tax law.

93

(3) Transportation, transmission heating, lighting and power corporations, insurance companies, banks, savings banks, trust companies and other corporations taxable under Sections 184 to 189 of the tax law, inclusive.

94 *Exhibit 1*

When Affidavit Should Be Furnished

(1) Any corporation which prior to July 1, 1922 has not issued any capital stock and has not acquired any assets may file an affidavit on form 10 in lieu of this report.

(2) Any corporation which has disposed of all its assets and actually abandoned its charter must file an affidavit on form 30.

These affidavits will be supplied upon request.
95 Simply to write "out of business," "never began business," "dead," et cetera, is not a sufficient compliance to relieve from the penal provisions of the statute.

Special Instructions to New Corporations

Corporations incorporated prior to July 1, 1922, which do not file an income tax report with the Federal Government for a period ending prior to July 1, 1922, must make this report showing status of company as of June 30, 1922. Items 8 to 12 in-
96 clusive may be answered by the words "No report made to Federal Goevrnment" and other questions should be answered in accordance with instructions on this blank.

THIS TAX IS DUE AND PAYABLE ON OR BEFORE JANUARY 1, 1923 OR WITHIN 30 DAYS OF BILLING DATE IF BILLED AFTER DECEMBER 3, 1922.

Exhibit 4 97

Page 4

NAMES AND RESIDENCE ADDRESS OF OFFICERS

President D. W. Griffith
Hotel Claridge New York
Salary $200,000 per year

Treasurer J. C. Epping,
240 West 75th St.
Salary, $10,400 per year.

Secretary A. H. T. Banshaf 98
230 W. 42nd St. New York
Salary, $15,000—per year

Vice President A. L. Grey,
New Rochelle N. Y.
Salary, $25,000—per year.

Designation and salary of any other elective officers:

..... $.....

..... $..... 99

..... $.....

..... $.....

100 *Exhibit 4*

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 29th day of June A. D. 1923, personally appeared before me, a Notary Public in and for the County of New York, J. C. Epping, Treasurer, of the above named company who, being duly sworn according to law, did depose and say that the fore-
101 going report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

J. C. Epping,
Treasurer
(*Official title*)

Sworn to before me the day and year aforesaid,
Joaquin W. Buckley
Notary Public
Joaquin W. Buckley
Notary Public

102

New York County No. 385, Register's No. 3198
My Commission Expires March 30, 1928

Exhibit 4 103

FORM 3 IT

FILE WITH

STATE TAX DEPARTMENT (32)

ALBANY, N. Y.

TAXATION OF CORPORATE FRANCHISES UNDER
ARTICLE 9a OF THE TAX LAW

D. W. GRIFFITH INC.
ORIENTA PT., 104
MAMARONECK,
N. Y.

REPORT DUE JULY 1, 1922

105

106

Exhibit 9.

Form 51-C. T. 5-29-24-5000 (26-6119)

NOTICE OF ASSESSMENT AND RECEIPT

STATE TAX DEPARTMENT, ALBANY, N. Y.

FOREIGN LICENSE FEE
Under §181 of the Tax Law

Uncertified Checks Not Accepted

For license for the privilege of exercising its cor-
107 porate franchise or carrying on business based on amount of Capital Stock or number of shares employed in New York State, per Section 181 of the Tax Law.

Refer to

Date 4/25/23 File No. A 249462

Notice is hereby given that there has been assessed against you the amount set below as a license fee. It is now payable.

Certified Checks, Money Orders or Bank Drafts
108 should be payable to and forwarded to State Tax Commission, Albany, N. Y., with this form

D. W. GRIFFITH INC.,
Orienta Point
Mamaroneck, N. Y.

Exhibit 4 109

This notice must be returned at the time payment is tendered, as when properly signed it becomes a receipt.

Par Value Capital Stock, $.....
Tax 1 1-4 mills .....

Number of Shares, No Par Value
491531 Tax 6c per share 29,491.86
Total

Credit by aggregate payments to and including 110
Balance due

23

This receipt is void if detached. Do not include two or more payments in one check.

STATE OF NEW YORK—STATE TAX DEPARTMENT

Albany, ... 192..

RECEIVED payment for license fee as stated above.

By 111
Assistant Deputy Commissioner

No Charges Are Considered Paid Until Check is Satisfied

112

Exhibit 3.

In the Matter of the Application

of

D. W. Griffith, Inc. for a Revision and Readjustment of the Account Audited and Stated by the New York State Tax Department against the said Corporation for taxes under Section 181 of the Tax Law.

113

To the State Tax Commission,
Albany, N. Y.

The application of D. W. Griffith, Inc. respectfully shows:

First: That it is a stock corporation organized and existing under the laws of the State of Maryland and is engaged in business in the State of New York, and that part of its capital is employed in the State of New York.

114 Second: That said corporation has duly filed written reports with the Tax Department and that said reports showed the entire amount of the capital of said corporation, the total number of shares authorized, the total amount issued, the total assets located in the State of New York, the total assets located outside the State of New York and such other matters required to be stated therein.

Third: That subsequent to the filing of said reports with the Tax Department the said Tax De-

partment audited and stated an account for taxes against the said corporation, dated April 25, 1923, in the sum of $29,491.86, purporting to be a tax of six cents per share on the number of shares employed in the State of New York.

FOURTH: That the number of shares employed in the State of New York, as audited and stated by the said Tax Department, is 491,531.

FIFTH: That such tax and assessment were erroneous, illegal and unconstitutional, both in point 116
of law and of fact, and that said amount included taxes which could not be lawfully demanded or exacted from the said corporation.

WHEREFORE the said corporation prays that the said account so audited and stated be revised, resettled and readjusted by computing such tax on the basis of one-eighth of one per centum upon the capital employed by said corporation in the State of New York.

D. W. GRIFFITH, INC.

By ALBERT H. BANZHAF 117

"SEAL" Secretary (Title)

EDWARD G. ZIMMER
Attorney for the said D. W. Griffith, Inc.,
120 Broadway,
New York City.

Dated September 20, 1923.

115

Exhibit 4.

STATE OF NEW YORK TAX DEPARTMENT

In the Matter of the Application
of
D. W. GRIFFITH, INC., for a revision and readjustment of the license fee assessed against it under Section 181 of Article 9 of the tax law on April 25, 1923, in the
119 amount of $29,491.86.

HEARING held at the office of the State Tax Commission, Albany, N. Y., on the 9th day of February, 1926, at 2 P.M.

PRESENT:

JOHN J. MERRILL, State Tax Commissioner, and N. W. CANFIELD, Deputy State Tax Commissioner.

APPEARANCES:

120 E. G. ZIMMER, Attorney, and A. H. T BANZHAF and RAYMOND A. KLUNE, Witnesses, for D. W. GRIFFITH, INC.

MR. A. H. T. BANZHAF, duly sworn, testified:

By Mr. Zimmer:

Q. Mr. Banzhaf, you are the secretary of D. W. Griffith, Inc.? A. I am.

Q. And have been secretary since its incorporation? A. Yes, 1920.

Q. The corporation was incorporated under the laws of Maryland? A. State of Maryland.

Q. What date? A. I think our charter was filed July 1, 1920 or thereabouts.

Q. And on or about the same time the corporation began business in the State of New York? A. Yes.

Q. What is the capital of the corporation? A. The capital of the corporation consists of 500,000 shares of no par value divided into class "A" and 122
class "B" stock. Class "A" is 125,000 and class "B" is 375,000 shares. Of the class "A" all is not issued. I don't recall the exact amount. 121 odd thousand shares that are issued.

Com. Merrill: $1,635,515.12 paid in, was it not?

Mr. Zimmer: I will bring that out. There was some error made on that.

Com. Merrill: Of course, the only thing material here is the number of shares.

123

By Mr. Zimmer:

Q. And the purpose of the corporation or its business was what? A. The Producing of motion pictures.

Q. And that business extends throughout the United States? A. Throughout the United States and the world. That is, the selling extends throughout the United States and the world.

124 *Exhibit 4*

Q. At the end of the first year of doing business in New York, Mr. Banzhaf, could you tell us how many shares were issued and outstanding?

Com. Merrill: We don't care whether they were outstanding or not. The question is whether they had been issued or not. That should be as of June 30, 1921, Mr. Zimmer.

A. 120,067 class "A" and 375,000 class "B".

125 Com. Merrill: That is the entire amount?

A. Yes, that is the entire amount.

Q. Now between June 30, 1921 and December 31, 1921, there was a further additional increase in stock issued. Give us, Mr. Banzhaf, the total outstanding or issued shares as of December 31, 1921.

A. Would that cover the final issue?

Q. It covers the basis of the franchise tax report.

A. I can give you the total issue.

Q. I will change the question. As of June 30, 1922, give us the total outstanding issued shares.

A. 496,693 Class "A" and Class "B". Class "B",
126 375,000, and the balance Class "A".

Q. Can you tell us the amount received for the 496,693 shares? A. The first issue of the Class "A" shares were sold for $8.50 up to the 100,000 shares. Then the balance of the outstanding Class "A" shares which were sold were sold for $10.75. The Class "B" shares were issued not for cash but for properties of Mr. D. W. Griffith, who at that time owned extensive motion picture properties.

Q. Just give us the value for which the stock was issued? A. $2,200,000.

Q. And that would be how much per share? A. 5.86⅔ cents per share.

Q. The total amount, then, Mr. Hanshaf, received for the two classes of stock issued up to June 30, 1922, was how much? A. $3,283,199.75.

MR. H. A. KLUNE, duly sworn, testified:

128

By Mr. Zimmer:

Q. Mr. Klune, you are auditor of the D. W. Griffith, Inc.? A. I am.

Q. And as such you are familiar with the financial records and audit of the corporation? A. I am.

Q. It appears that the total amount received for 496,693 shares of stock of the corporation is $3,283,199.75. The franchise tax report of the corporation as of June 30, 1922, shows issued capital stock of $1,635,515.12. Can you explain that difference? A. Yes, that was due to the writing down of certain of the corporation assets for financial purposes. 129

Q. It was a valuation placed by the auditors upon the assets as of that date? A. As of that date.

Q. Then, really, the report is in error when it states that was the amount received for the stock? A. Yes, it is in error.

Q. Now, the State franchise tax report, Mr. Klune, also shows the total value of the assets segregated to the State of New York. Can you

130 *Exhibit 4*

give those figures? A. The value of the assets or the capital?

Q. The assets? A. Total assets $3,921,767.61.

Q. And the assets segregated to the State of New York? A. $3,891,403.43.

Q. Just let me bring in one point on which there may be a question raised. Can you give us, Mr. Klune, the total shares of the Class "A" and Class "B" stock that were issued as of May 12, 1921? A. 375,000 of Class "B" and 101,900 of Class "A" as of May 12, 1921.

131 Q. And according to the amounts received per share would give you how much? A. $8.50 a share for 100,000 shares, and $10.75 a share for 1,900 of the Class "A". Total, $860,425 for the Class "A" stock as of May 12, 1921.

Q. And how much for the Class "B"? A. $2,200,000 for 375,000 shares.

Mr. A. H. T. Banzhaf, testified as follows:

132 *By Mr. Zimmer*:

Q. The nature of the business, as you state, is exhibition or production of motion pictures? A. Yes.

Q. Is the production or the making of the motion pictures limited to any particular state or territory? A. No. We make pictures in any territory, depending upon the locale of the story and the atmosphere which we want to associate or bring out in the story.

Q. In the exhibition of the pictures does the title to the pictures remain in the Griffith corporation? A. The title always remains in the D. W. Griffith, Inc., but D. W. Griffith, Inc., does not always distribute the pictures. It does at times when it distributes what is known as the "road show process", but primarily and generally always through the "distributor process" through its other corporations, like the United Artists Corporation.

Q. In other words, a picture being exhibited, say, in Chicago or Boston is paying a rental or royalty or commission to D. W. Griffith, Inc.? A. It pays it either directly or indirectly to the Griffith Corporation. 134

By Com. Merrill:

Q. Mr. Banzhaf, the company began business here July 1, 1920? A. (Mr. Banzhaf) Yes.

Q. Then May 12, 1921, was before the expiration of the first year's business here? A. Yes.

MR. R. A. KLUNE, testified as follows: 135

By Com. Merrill:

Q. Mr. Klune, you said that the assets were marked down for certain financial purposes. Just what did you mean by that? A. Well, for purposes of reducing the value of the assets to that of the predecessor owner.

Q. Why? What difference does it make what value they were to the predecessor owner as far as this company was concerned afterward? A. Well,

for reasons of conservatism we write them down in that manner.

Q. What reason was there for conservatism? A. It was done by direction of the officers of the concern.

Q. I understand that. You made a certain statement, and I want to know what it means. Deliberately you marked these things down. There must have been some reason for it. This is a question of value, not of an officer or an assessing officer.

137 A. At the time they were written down, the value of the property was the final figure after the write-down, and that was the reason for writing it down.

Q. Do you mean to say this, that the assets at the time they were written down were not what they were worth to the company? A. Prior to the writing down. Yes.

Q. Alright. Was there a business to which D. W. Griffith, Inc., became a successor? A. Yes. Mr. D. W. Griffith.

Q. A personal matter, not an incorporated company? A. Exactly.

138

Mr. A. H. T Banzhaf testified as follows:

By Com. Merrill:

Q. Mr. Banzhaf, what was the result of the doing of business by this incorporated company from July 1, 1920, to July 1, 1922? Was the net result a loss? A. No, I think the net result in that period was a profit.

Q. Do you know about what the aggregate profit over the two years would be, or would it result in

a loss? A. Over two years I think the aggregate amount was a profit.

Q. That is, the profit for the first six months was $186,503.85, as you have returned it here, and the net loss for the next calendar year was $68,031.48, plus $2400 of dividends received, making the net of $120,872.37, which was substantially earned on the capital stock testified here issued as of May 12, 1921, except for the period between May 12, 1921 and December 31, 1921, was it not? A. I believe that was substantially earned in the rising out of their road shows "Way Down East", and that was 140
during the fall of 1921, I believe.

Q. Now, just keep this in mind, Mr. Banshaf, that in 1920 in six months you earned $186,503, that in the next calendar year you netted a loss of $68,031.48 less $2,400, so it could not have been that you earned it then. Must have earned it in 1920. A. I don't think that was earned in 1920. It might have been earned from the fall of 1920 into 1921.

Q. Can you tell me what it was that was taken out of values here when this mark down took place? What did it really represent? A. I think 141
that mark down represented, if I remember right, the loss of stars whom we had under contract, like Bartholmess and some other stars whom we had treated as an asset to the corporation. These stars left the company, and I think that was the basis of the write down, and I think we sold some pictures.

Q. Outright, you mean? A. Yes. Sold outright.

Q. Did I understand you to say that D. W. Griffith, Inc., owned some other corporations at that

142 *Exhibit 4*

time? A. No, D. W. Griffith as an individual owned a number of productions.

Q. Which were separately incorporated, you mean? A. No, it was all in his individual ownership.

Q. You spoke about the United Artists Corporation. A. Oh, the United Artists Corporation. The D. W. Griffith did own one-quarter interest in the preferred stock of the United Artists Corporation, which corporation is a corporation organized for the purpose of distributing pictures of the four
143 artists, Griffith, Pickford, Fairbanks, and Chaplin.

Q. Do you mean that Griffith owned that personally, or that the corporation did? A. Well, at the time the corporation was organized he owned it personally and he turned it over to the corporation as one of the assets.

Q. Then during this period it was the property of this corporation? A. Yes, of this corporation.

Q. But they only owned a quarter interest? A. Yes, a quarter interest. As a matter of fact I think it was one-fifth interest at that time.

Q. At least it was not a majority interest? A. No.

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By Mr. Zimmer:

Q. Mr. Banzhaf, I show you a notice of assessment dated April 25, 1923, in the amount of $29,491.86, as being a tax on 491,531 shares at 6 cents per share. Did your corporation receive that assessment? A. Yes, it did.

Exhibit 5. 145

STATE OF NEW YORK
TAX DEPARTMENT
CORPORATION TAX BUREAU

Albany, January 16, 1928.

In the Matter of the Application
of
D. W. GRIFFITH, INC.,
for a
Revision of Taxes Assessed Against
It, Under Article IX, of the Tax
Law, Section 181.

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An application having been made by the above named D. W. Griffith, Inc., for a revision and resettlement of the taxes assessed and determined against it by the State Tax Department, based on business for the year ending December 31, 1921, and the said State Tax Department having heard the proofs offered on behalf of the said D. W. Griffith, Inc., in support of said application, does hereby determine after due consideration thereof that the assessment heretofore made against the said D. W. Griffith, Inc., for the sum of Twenty-nine thousand four hundred ninety-two and 86/100 dollars, should be affirmed, which said sum of Twenty-nine thousand four hundred ninety-one and 86/100 dollars is hereby determined as the amount which said D. W. Griffith, Inc., is liable to pay under the provisions of Section 181 of the Tax Law, based on business for the year ending December 31, 1921.

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N. W. CANFIELD,
Deputy Tax Commissioner.

Countersigned
JOHN J. MERRILL
MARK GRAVES
Tax Commissioners.

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Waiver of Certification.

It is hereby stipulated, that the foregoing are correct copies of the petition, appearance, waiver and consent, order allowing the issuance of certiorari order, certiorari order, and return, all of which are now on file in the office of the Clerk of the Supreme Court, County of Albany, and certification thereof pursuant to Sections 616 and 170 of the Civil Practice Act, or otherwise, is hereby waived.

Dated, Albany, N. Y., April 4, 1928.

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ALBERT H. T. BANZHAF,
Attorney for Relator.

ALBERT OTTINGER,
Attorney General,
Attorney for Respondents.

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Argued by
E. Crosby Kindleberger.

Supreme Court

APPELLATE DIVISION—THIRD DEPARTMENT.

PEOPLE OF THE STATE OF NEW YORK *ex rel.* D. W. GRIFFITH, INC., *Relator,* *against* MICHAEL F. LOUGHMAN, JOHN J. MERRELL and MARK GRAVES, constituting the State Tax Commission, *Respondent.*	

BRIEF FOR RELATOR.

Two simple questions are involved upon this record:

1st. Is a foreign corporation admitted to do business in New York State at a time when a small license fee is impossible, compelled to pay a much greater fee under a new law enacted ten months later?

2nd. If the new law applies is it constitutional?

This is the hearing on a certiorari order granted February 18, 1928 (fols. 43-8) and return to it made March 15, 1928 (fols. 49, 147), to review the license fee of $29,491.86 (fols. 109, 147), imposed against the relator, a Maryland corporation, for the privi-

lege of coming into and doing business within the State of New York, pursuant to the provisions of Section 181 of the Tax Law.

It is not disputed that the relator began business in New York on July 1, 1920, and was legally authorized to do business in New York State (fol. 61). It is a matter of public record, as stated in the petition, that it filed its application with the Secretary of State for permission to carry on business within the State on July 6, 1920, and then duly notified the Tax Commission that it had applied to the Secretary of State for certificate of authority to do business, and that on July 9, 1920, the Secretary of State issued the certificate of authority to do business in the State of New York (fols. 7, 8).

At the time the application was filed with the Secretary of State and the Tax Commission notified, Section 181 of the Tax Law provided that foreign corporations should pay a license fee of one-eighth of one per cent.

> "for the privilege of exercising its corporate franchise or carrying on its business in such corporate or organized capacity in this state, to be computed upon the basis of the capital stock employed by it within this state during the first year of carrying on its business in this state."

The statute said nothing about no par stock but before the end of the first year of business carried on by the relator in New York, the Legislature by Chapter 705 of the Laws of 1921, which took effect on May 12, 1921 (fols. 12, 134), amended Section 181 of the Tax Law by adding the following words to the statute

> "Issued capital stock of any corporation without designated monetary value shall pay for the use of the state a license fee of six cents on each such share employed in this state as hereinbefore provided."

There is nothing stated in the amending act about its being retroactive.

There is no dispute that a report was duly made by the relator to the State Tax Commission showing its transactions during the year 1921 (fol. 60); and that 496,693 no par value shares of stock had been issued (fols. 62, 128). It is also undisputed that while the stock all no par was divided into 375,000 Class "B" (fol. 122) and 125,000 Class "A," there was actually issued 496,693 shares, making a total of Class "A" issued, 121,693 (fols. 125, 11).

Class "A" shares were sold for $8.50 a share for the first one hundred thousand shares and the remainder at $10.75 a share. Class "B" stock sold for $5.86 2/11 per share (fol. 127), making the total amount received from the two classes of stock in cash and property $3,283,199.75 (fol. 127). Dividing this figure by 496,693 the total number of shares we have the average price per share of $6.61.

Mr. Klune, the auditor of the company, explained that he had marked down certain assets (fols. 128-130) and Mr. Banzhaf said that much of the property had been taken over from D. W. Griffith personally (fol. 137) and that it was thought that the original value of the property was excessive (fols. 136, 137). Mr. Klune stated that the total assets were $2,921,767.61, and of these there were in the State of New York, $2,891,403.42 (fol. 130). The monthly average value was slightly less, or $2,795,219.50 (fols. 77, 83). On this valuation

the value of each of the 496,695 shares would be $5.65 a share.

Accepting this report, the State Tax Commission determined that of the 496,695 shares of no-par stock 491,531 shares represented property employed in the State of New York (fol. 109), and there is no dispute that this computation is correct. It fixed a licensee fee of $29,492.86 (fol. 109).

The relator made objection to this fixation on the ground that it was improper to fix the license fee on relator's no par stock at six cents per share when it should only be computed at one-eighth of one per centum upon the capital employed by the relator in the State of New York (fols. 115, 116), and asked for a revision, resettlement and reaudit of the account.

After hearing proof (Exhibit 4, fols. 118-144), the State Tax Commission, on reconsideration, refused to change its determination but affirmed its action in holding that the relator was liable under the provisions of Sec. 181 of the Tax Law to pay a license fee of $29,492.86 (fols. 146, 147).

The Tax Commissioners determined that they had a right to apply the amendment of Section 181 as passed on May 12, 1921, which allowed the fixation of a license fee at six cents per share of no-par stock and need not fix the license fee according to Section 181 as it read in 1920.

The relator claimed before the Tax Commission (fol. 116) and now asserts to this Court:

> (*a*) That as a matter of law, its license fee should be fixed under the statute existing in July 1920 and not under the amended law of 1921, which was not retroactive (fols. 19, 20); and

(b) That if the new statute was applicable, it is unconstitutional and void as against this relator (fols. 20-23).

The tax having been paid and the bond given as required by Section 206 of the Tax Law (fols. 24, 25, 30) these questions of law are squarely presented to this Court.

The Measure of License Fees on Foreign Corporations Before May 19, 1924.

We assume the Attorney General will concede that prior to the year 1906, when Section 181 of the Tax Law was amended, it was well settled that a foreign corporation when obtaining permission to do business in the State of New York, paid a license fee of one-eighth of one per cent. or one and one-quarter mills of its assets or capital employed in the State of New York.

In the cases of

> *People ex rel. Commercial Cable Co.* v. *Morgan*, 178 N. Y. 433;
> *People ex rel. Consolidated Ginseng Co.* v. *Kelsey*, 105 App. Div. 175; aff'd. 182 N. Y. 526.

it was held that under the statute as it existed prior to 1906, the license fee was based not upon the value of the stock of a foreign corporation to its stockholders but upon the actual value of its capital and property represented by the stock, and that therefore the valuation should be made of the foreign corporation's property actually used within the State, and then the license fee deter-

mined by multiplying this by one and one-quarter mills.

By Chapter 474 of the Laws of 1906, Section 181 of the Tax Law was amended to refer to the proportion of

"issued capital stock employed in the state."

In *People ex rel. Elliott-Fisher Co. v. Sohmer*, 142 App. Div. 514; affd. 206 N. Y. 654, this Court held that the amendment of 1906 required the one and one-quarter mills license fee to be based on $100, the par value of the stock, and not the appraised value. This case did not involve, however, a no par stock, as no par stock was first allowed by the State of New York by Chapter 351 of the Laws of New York, which amended Sections 19-23 of the Stock Corporation Law.

Section 23 provided in effect that in the case of no par stock, its value should be the value of the capital, that is, the assets of the corporation after deducting the par of the preferred or any other stocks having a par value.

Taking these statutes together, therefore, even apart from the decision of *People ex rel. Terminal & Town Taxi Corp.* v. *Walsh*, 202 App. Div. 651, in 1920 the law was well settled that in the case of no par stock of a foreign corporation the Tax Commission should value the assets of the foreign corporation employed in this State and then fix the license fee at one and one-quarter mills on this amount.

This being the situation in 1918, the State Tax Commission in the case of *Terminal & Town Taxi Corporation* determined to make the assumption that its no par stock had a par value of $100, and claimed that if this were not done that no par

stock of a foreign corporation would pay a less tax than a foreign corporation having par stock. A certiorari proceeding was begun in April, 1921, and heard in 1922. This Court gave the matter careful consideration and held that in determining the license fee under Section 181 of the Tax Law and the annual privilege tax under Section 183, the Tax Commission should value the property of the corporation.

In regard to the license fee under Section 181, Justice H. T. Kellogg, after referring to the history of the legislation and the *Consolidated Ginseng Co.* and *Elliott-Fisher Co.* cases, held that the portions of the statute existing before 1906 and the amendment of 1906 were not inharmonious. He then said:

> "The tax continued to be computable upon 'capital' employed, but, in case of stock having par value, the measure of such 'capital' became the par value of the stock issued. The relator's common stock has no par value. The issuance of stock without par value was first authorized by chapter 351 of the Laws of 1912 (adding to Stock Corp. Law, §19 *et seq.* as amd.), and stock of that character was unknown when the above given formula for measuring 'capital stock employed' was introduced into the law. That formula necessarily fails in the instance of no par value stock such as the common stock of relator. It does not follow that the tax fails. Measuring 'capital stock employed' by the par value of the issued stock is merely a means to an end. The tax is still upon 'capital stock employed * * * within this State,' and the ascertainment of that amount is not rendered impossible or impracticable by the inapplicability of the statutory rule for ascertaining it. There is no authority in the law for the assumption that non-par value stock

> has a value of $100 per share for the purpose of assessing the tax under section 181. We think that the tax to which the relator is liable under that section must have as its base the actual capital of relator employed within this State."

Under this decision and the statutes as they existed in July, 1920, there can be no question that the relator would pay a license fee of one-eighth of one per cent. on $2,795,219.50, the monthly average value of its property employed in New York State during the first year of its existence (fols. 77, 83), which would be $3,494.02.

POINT I.

The relator having previously procured authority to do business in the State of New York, the amendment of Section 181 of the Tax Law, passed May 12, 1921, was not applicable.

It is not disputed that this license fee of $29,491.86 can only be claimed to be justified by the provisions of Section 181 of the Tax Law as amended on May 12, 1921.

Chapter 705 of the Laws of 1921, which amended Section 181 of the Tax Law, added the following words to the statute:

> "Issued capital stock of any corporation issuing shares without designated monetary value shall pay for the use of the state a license fee of six cents on each share employed in this state as hereinbefore provided."

This Act was passed on May 12, 1921, and took effect immediately. There is nothing in this stat-

ute which expressly or impliedly provides that the Act should have a retroactive effect.

It is well settled that all statutes passed by the Legislature shall be interpreted as prospective and not retroactive, unless expressly declared by the Legislature to be retroactive.

> *Jacobus* v. *Colgate*, 217 N. Y. 235, 240;
> *Campbell* v. *New York Evening Post*, 245 N. Y. 320;
> *People* v. *Cohen*, 245 N. Y. 419;
> *Blodgett* v. *Holden*, 48 Sup. Ct. Rep. (U. S.) 105;
> *Schwab* v. *Doyle*, 258 U. S. 529;
> *Llewellyn* v. *Frick*, 268 U. S. 238;
> *Standard Home Co.* v. *Davis*, 217 Fed. 904;
> *Power* v. *Calvert Mtge. Co.*, 112 Miss. 319.

In *Jacobus* v. *Colgate*, 217 N. Y. 235, 240, the Court of Appeals stated:

> "The general rule is that statutes are to be construed as prospective only (27 *Halsbury's Laws of England* 159). It takes a clear expression of the legislative purpose to justify a retroactive application (Cases cited)."

In *Schwab* v. *Doyle*, 258 U. S. 529, the Supreme Court of the United States construed the Federal Estate Tax Act of 1916 and said (at p. 534):

> "The initial admonition is that laws are not to be considered as applying to cases which arose before their passage unless that intention be clearly declared. *1 Kent*, 455; *Eidman* v. *Martinez*, 184 U. S. 578, 22 Sup. Ct. 515, 46 L. Ed. 697; *White* v. *United States*, 191 U. S. 545, 24 Sup. Ct. 171, 48 L. Ed. 295; *Gould* v. *Gould*, 245 U. S. 151, 38 Sup. Ct. 53, 62 L. Ed.

211; *Story*, Const. §1398. The comment of Story is:

"'Retrospective laws are, indeed, generally unjust, and, as has been forcibly said, neither accord with sound legislation or with the fundamental principles of the social compact.'

"There is absolute prohibition against them when their purpose is punitive; they then being denominated *ex post facto* laws. It is the sense of the situation that that which impels prohibition in such case exacts clearness of declaration when burdens are imposed upon completed and remote transactions, or consequences given to them of which there could have been no foresight or contemplation when they were designed and consummated.

"The Act of September 8, 1916, is within the condemnation.

"There is certainly in it no declaration of retroactivity, 'clear, strong, and imperative,' which is the condition expressed in *United States* v. *Heth*, 3 Cranch, 399, 413 (2 L. Ed.) 479; also *United States* v. *Burr*, 159 U. S. 78, 82, 83, 15 Sup. Ct. 1002, 40 L. Ed. 82.

"If the absence of such determining declaration leaves to the statute a double sense, it is the command of the cases that that which rejects retroactive operation must be selected."

In *Power, Secretary of State,* v. *Calvert Mortgage Co.*, 112 Miss. 319, the mortgage company loaned money on bond and mortgage within the State of Mississippi, and in coming into the State it complied with the provisions of Section 935 of the Mississippi Code of 1906. While it was doing business in the State, the Legislature passed an act amending this section of the code, which took effect April 6, 1916, effective from and after its passage. This act required the filing of a charter

by a foreign corporation and payment of certain fees. The Secretary of State required the mortgage company to refile its charter and pay the fees prescribed by the new Act of 1916, and these were paid under protest by the company, which brought suit in the Chancery Court to recover these fees. It received judgment in the Court below, and the Secretary of State appealed. The judgment was affirmed by the Supreme Court of Mississippi. The entire opinion of STEVENS, *J.*, is as follows (pp. 320-2):

> "In our judgment, the legislature did not intend for the amendatory act of 1916 to apply to corporations which had *already complied with the law*, and were thereby lawfully doing business in our state. The act does not by its express terms require a refiling of any charter and the words 'now or hereafter doing business in this state' should be interpreted to embrace foreign corporations in fact doing business in this state without having filed their charters and paid the fees required by section 935 of the Code, and also those corporations which should thereafter apply for admission into our state. The passage of chapter 92, Laws of 1916, repealed section 935 of the Code, and any demand thereafter made by the secretary of state is necessarily based upon the new act. To hold that this section requires corporations which had already complied with the law to refile their charters would give to the act a retroactive effect and impose an additional burden upon those corporations doing business in Mississippi by invitation and license of our state.
>
> "Mr. Sedgwick on the Construction of Statutory and Constitutional Law, at page 164, says:
>
> " 'The effort of the English courts appears, indeed, always to give to statutes of that king-

dom a prospective effect only, unless the language is so clear and imperative as not to admit of doubt. "The principle," say the English Court of Exchequer, "is one of such obvious convenience and justice that it must always be adhered to in the construction of statutes, unless in cases where there is something on the face of the enactment putting it beyond doubt that the legislature meant it to operate retrospectively.'"

"Mr. Sutherland on Statutory Construction, page 464, says:

"'A statute should not receive such construction as to make it impair existing rights, create new obligations, impose new duties in respect of past transactions, unless such plainly appear to be the intention of the legislature. In the absence of such plain expression of design, it should be construed as prospective only, although its words are broad enough in their literal extent to comprehend existing cases.'

"The exaction of this license or charter fee is not primarily for the purpose of raising revenue, but is imposed as a method of regulating and supervising the corporate business done in our state by foreign corporations. The filing of these charters gives needed information to those doing business with foreign corporations, and no good could be accomplished by refiling these charters. The essential purpose of the amendatory act is the same as that sought to be accomplished by the code section. The amendatory act is not a new law, but purports to amend, and by its express terms does amend, and in some features perfects, section 935 of the Code.

"Our view of this statute renders it unnecessary to discuss the constitutional questions.

"Affirmed."

In *Lewellyn v. Frick*, 268 U. S. 238, the Federal Estate Tax Act of 1919 was construed by the Supreme Court of the United States. The Court said that there was grave doubt about the power of Congress if the Act be construed as retroactive, and Mr. Justice HOLMES said at page 251:

> "Acts of Congress are to be construed if possible in such a way as to avoid grave doubts of this kind. *Panama R.R. Co. v. Johnson*, 264 U. S. 375, 390, 44 S. Ct. 391, 68 L. Ed. 748. Not only are such doubts avoided by construing the statute as referring only to transactions taking place after it was passed, but the general principle 'that laws are not to be considered as applying to cases which arose before their passage' is preserved, when to disregard it would be to impose an *unexpected liability that if known might have induced those concerned to avoid it and to use their money in other ways.*"

The language just quoted is peculiarly applicable to the case at bar, for while the relator was perfectly willing to pay a license fee of $3,484.02 for the privilege of doing business in New York, there is nothing to show that it would have been willing to enter the State if it would be subject to a license fee of $29,491.86, nearly nine times the license fee under the law which existed in July 1920 when it entered New York State. If it had known that it would be exposed to "*an unexpected liability,*" doubtless it would have "used its money in other ways" by doing business in some other State, for the moving picture business is essentially interstate commerce, and the court can take judicial notice of the fact that very few moving picture companies any longer do business in New York, the climate

and facilities at Hollywood, California, being more suited to the business.

In the recent case of *Blodgett* v. *Holden*, 48 Sup. Ct. Rep. (U. S.) 105, four of the Justices of the Supreme Court of the United States went so far as to construe apparent retroactive language of the United States Revenue Act of 1924, as prospective, in order to avoid the constitutional objection which four other members of the court stated made the act unconstitutional as to gifts completed before the passage of the act of Congress.

In the very recent case of *Untermeyer* v. *Anderson*, decided by the United States Supreme Court, April 9, 1928, (not yet reported) the Court held that the Act of 1924 fairly construed was retroactive and was therefore unconstitutional, the Court saying:

> "The taxpayer may justly demand to know when and how he becomes liable for taxes—he cannot foresee and ought not be required to guess the outcome of pending measures. The future of every bill while before Congress is necessarily uncertain. The will of the lawmakers is not definitely expressed until final action thereon has been taken."

The judgment for the Federal Collector of Taxes was reversed. In that case the gift was completed on May 23, 1924, while the Revenue Act was being considered by Congress, and the bill became a law on June 2, 1924, and by its terms applied to all gifts made in 1924.

In our case, in July 1920, the 1921 Legislature was not in session, was not even elected, and did not convene until January 1921, and the law so largely increasing the license fee on foreign no

par stock corporations was not passed until May 13, 1921.

The Attorney General may argue that while the relator did enter the state on July 6, 1920, still Section 181 of the Tax Law, as it existed at that time, gave the corporation a year to file its first statement and that the license fee was "computed" upon the business done within the State of New York during that first year, and that the new law was applicable because the new law, which took effect on May 13, 1921, was passed within the first year that the relator was doing business in New York. It seems clear that this first year period is merely intended to make easy the administration of the Act by fixing a fair basis for computing the license fee of the particular foreign corporation involved.

We feel confident that no authority can be cited in this or any other State which would require foreign corporations on entering the State to take the risk of obeying future unknown onerous license fee laws that might be passed within one year after they entered the State. If this were true, the one year period might be extended to two, five or ten years, and the new laws made retroactive to that extent.

To allow a new act to effect an existing status, the gift being completed only ten days before the act was held in the very recent *Untermeyer* v. *Anderson* (*supra*) case to be improper.

Every dictate of justice and fair play requires that foreign corporations should not have to take the gamble of future legislation, but, on complying with existing license fee laws when they enter the state, have a right to stay here.

POINT II.

Section 181 of the Tax Law as amended on May 13, 1921, fixing the license fee upon foreign corporations having no par stock at an arbitrary sum of six cents a share irrespective of the value of its capital was unconstitutional.

The petition for the order of certiorari claims that the license tax here attempted to be imposed upon the relator at the arbitrary sum of six cents a share under Section 181 of the Law as amended is unconstitutional and void, because

(*a*) In violation of the 14th Amendment of the Constitution of the United States prohibiting any State denying equal protection of the law (fol. 22);

(*b*) In violation of the 14th Amendment of the Constitution of the United States forbidding a State from depriving a person or corporation of its property without due process of law (fol. 23);

(*c*) It constituted an undue interference and burden upon interstate commerce.

Assuming, for the purposes of this point only, that the amendatory act of 1921 applied to the relator, it is submitted that the above contentions of the relator are all well founded.

The Supreme Court of the United States has been frequently called upon, at the instance of foreign corporations, to afford protection against the harsh and oppressive legislation of various States.

Southern Railway v. *Greene*, 216 U. S. 400;
American Smelting & Refining Co. v. *Colorado*, 204 U. S. 103;
Looney v. *Crane Co.*, 245 U. S. 178;
Air-Way Electric Appliance Corpn. v. *Day*, 266 U. S. 71;
Hanover Fire Insurance Co. v. *Carr*, 272 U. S. 494.

In *Southern Railway* v. *Greene*, 216 U. S. 400, the Railroad was organized under the Laws of Virginia, and in 1894 duly entered the State of Alabama and paid the license fee required. In 1899, it purchased some Alabama railroads. In 1907, a statute was passed requiring it to pay a large sum to the State, which was greatly in excess of what domestic corporations of the same character were compelled to pay. The tax was paid under protest and action brought against the State officer for its recovery. The State officer was successful in the courts of Alabama but the Supreme Court of the United States reversed. Mr Justice DAY, after quoting the 14th Amendment, said (p. 289):

> "The important Federal question for our determination in this case is: When a corporation of another state has come into the taxing state, in compliance with its laws, and has therein acquired *property of a fixed and permanent nature*, upon which it has paid all taxes levied by the state, is it liable to a new and additional franchise tax for the privilege of doing business within the state, which tax is not imposed upon domestic corporations doing business in the state of the same character as that in which the foreign corporation is itself engaged?"

He then referred to the cases allowing a State to exclude a foreign corporation and said (p. 299):

> "It would not be frank to say that there is not much said in the opinions in these cases which justifies the argument that the power of the state to exclude a foreign corporation, not engaged in interstate commerce, authorizes the imposition of special and peculiar taxation upon such corporations as a condition of doing business within the state. But none of the cases relied upon presents the question under the conditions obtaining in the case at bar. We have here a foreign corporation within a state, in compliance with the laws of the state, which has lawfully acquired a large amount of permanent and valuable property therein, and which is taxed by a discriminating method, not employed as to domestic corporations of the same kind, carrying on a precisely similar business."

He finally held that the classification under the Act was not reasonable but arbitrary, and accordingly the judgment of the Alabama court was reversed.

In this case the Court will remember that the relator had valuable real estate in New York of the value of $672,913.12 (fol. 82) making the *Greene* case closely applicable.

In *American Smelting & Refining Co.* v. *Colorado*, 204 U. S. 103, it appeared that the company in 1899 made application to the proper authorities of Colorado for permission to do business in that State. All the fees were paid by the corporation in 1899, and further fees in 1901, when it increased its capital stock. After coming into the State, the corporation erected an expensive plant. In 1902,

new legislation provided that domestic corporations should pay an annual state tax of *two cents* upon each $1,000 of capital stock, while foreign corporations paid *four cents* on each $1,000 of capital stock. The corporation refused to pay and the State brought proceedings to forfeit the corporation's right to do business in Colorado and to recover the annual tax. The State was successful in the Colorado courts. The Supreme Court of the United States held that when the company was permitted to do business and paid its license tax, it should have thereafter been treated as a domestic corporation, and that the amendatory act was in violation of the obligations of an existing valid contract between the State and the corporation. The court held that increasing the taxation under the Act of 1922 impaired the contract existing between the corporation and the State.

In *Looney* v. *Crane Co.*, 245 U. S. 178, the Crane Company with over thirty-nine million of assets had only slightly over one million in Texas. It had previously paid a small tax to Texas for permission to do business in the State for ten years, and an annual franchise tax. A new statute increased both the license fee and the annual tax by authorizing Texas to value the entire capital and surplus of foreign corporations. It was held that the new law was unconstitutional, as an improper interference with interstate commerce.

In *Air-Way Electric Appliance Corporation* v. *Day*, 266 U. S. 71, the situation was very analogous to that of the case at bar. In that case, suit was brought by the corporation organized in Delaware against the State of Ohio, to enjoin the collection of a franchise fee charged against it as a foreign corporation, for the privilege of exercising its fran-

chises in Ohio. The plaintiff's stock was no par, divided into two classes. Shortly after its incorporation, it obtained from the Secretary of State of Ohio a certificate for permission to do business and paid the admission fee, and acquired large manufacturing plants at Toledo. All of the company's property was located in Ohio. The total value of the property of the company made the value of its stock seven dollars per share. A new act passed May 14, 1921, made a tax of five cents per share upon

> "the proportion of the number of shares of authorized common stock represented by property owned and used, and business transacted in this state."

Under this section, the state assessed an annual fee of $20,000, notwithstanding that the corporation showed that of its total sales of about $250,000, only twenty-eight per cent. was intra-state and seventy-two per cent., interstate. The Supreme Court of the United States held that the new act violated the equal protection of law required by the 14th Amendment. The opinion first cited and quoted at length from *International Paper Co.* v. *Massachusetts*, 246 U. S. 135, and held that the act violated the inter-commerce clause of the constitution, saying:

> "All plaintiff's business, intrastate and interstate, and all its property wherever located were represented by the 50,485 shares of stock outstanding. The annual fee demanded by the state officers is five cents per share on 400,000 shares, and that fixed by the lower court is based on 298,520 shares. The inevitable effect of the act is to tax and directly burden interstate commerce of foreign corporations per-

mitted to do business in Ohio, and engaged in interstate commerce, wherever the number of shares authorized, subject to the charge of 5 cents each, exceeds the number of outstanding shares attributable to or represented by the corporation's property and business in that state. In this case, the fee fixed by the commission was based on nearly eight times the number of outstanding shares and that determined by the court on nearly six times that number. As some of the outstanding shares are represented by plaintiff's interstate business, the application of the rate to all the shares, or to a number greater than the total outstanding, necessarily amounts to a tax and direct burden upon all the property and business including the interstate commerce of the plaintiff. *International Paper Co.* v. *Massachusetts*, *supra*, p. 142. We hold that the act violates the commerce clause."

In taking up the contention that the tax was arbitrary and unreasonable, the Court stated (p. 84):

> "The act in its practical operation does not require like fees for equal privileges held by foreign corporations in Ohio under the same circumstances."

Discussing the figures, it then said (at p. 84):

> "If plaintiff's authorized shares were of the par value of $100 each, the amount of capital stock for apportionment between its property and business in Ohio and its interstate business to arrive at the franchise fee would be $40,000,000, and, adopting the basis of apportionment determined by the lower court which attributed about 75 per cent. of the shares to the property and business in Ohio, the amount of the fee would be $44,778, and with par value

> *of $7 each, the amount for which the commissioner of securities authorized plaintiff to sell its shares in Ohio, and their admitted value, the amount for such apportionment would be $2,500,000, and the fee would be $5,154.46. These figures are to be contrasted with $14,926 fixed by the lower court. Again, compare two corporations organized in a sister state having the same number of authorized non par value shares, one having property and business of little value, all in Ohio, and the other having much more property and business in that state, and also much property and business in other states. The act would require the former to pay 5 cents per share on all its shares, but would require the latter to pay a fee based only on the proportion of its shares representing its property owned and used and business transacted in Ohio."*

In *Hanover Fire Ins. Co. v. Carr*, 272 U. S. 494, the fire insurance company, a New York corporation, had obtained authority to do business in Illinois and had duly paid its license fee and tax, and had written a number of policies. A new act required that all foreign insurance companies pay a 2 per cent. occupation tax on one hundred per cent. of its net receipts, while domestic insurance companies only paid on a valuation of thirty per cent. The Court held that the statute was unconstitutional and void as denying equal protection of the laws to foreign corporations. Mr. Chief Justice TAFT said that the facts differed somewhat from the *Greene* case, in that the Illinois statute required the license to be renewed annually, but that in their renewal the state could not enforce against the licensee unconstitutional burdens (See opinion, pp. 509, 514). He then said (p. 515):

> "By compliance with the valid conditions precedent, the foreign insurance company is

> *put on a level with all other insurance companies of the same kind, domestic or foreign within the state, and tax laws made to apply after it has been so received into the state are to be considered laws enacted for the purpose of raising revenue for the state and must conform to the equal protection of the Fourteenth Amendment.*"

In the case of *Hubert-Schaefer Co.* v. *Emmerson*, 271 U. S. 50, the Court held that no par stocks of a *domestic* corporation could be taxed higher than stocks having a par value the rule not being the same as to a foreign corporation (see remarks of Mr. Justice HOLMES at pp. 53 and 54, who cited *Air-Way Electric Appliance Co.* v. *Day* but distinguished it on that ground).

All these authorities are discussed by Mr. Cornelius J. Wickersham, in his recent book "Stock without Par Value" (See pp. 136, 138), the author thoroughly approving of the rule stated in *Air-Way Electric Appliance Co.* v. *Day*, 266 U. S. 71. He declares that the true rule is that a state may not arbitrarily impose a license fee tax on a foreign corporation for the right to do business in the state, measured by an arbitrary sum on no par stock, but the license fee should be fixed on the fair value of that part of the capital actually employed in doing business in the state.

In *People ex rel. Terminal & Town Taxi Co.* v. *Walsh*, 202 App. Div. 651, this Court called attention to the great variance between the $100. assumed by the Tax Commission to be the value of the no par stock and $8.55 a share found to be the actual value of the capital employed in the state by that corporation.

The same principle applies to this case.

Under Section 181, as amended, if we assume that the value of the capital of the foreign corporation per share was $48., the tax at one-eighth of one per cent. would be the same as the tax of six cents per share. It follows therefore that any foreign corporation having no par stock whose actual assets or capital employed in the state exceeds $48. per share, the no par fee of six cents a share would allow the corporation to pay less than if it had a par value; while if its assets amounted to less than $48. a share, it would be required to pay a greater license fee than if it had par stock. In practice, it might be found that the state in taxing no par stock under the amendatory act of 1921 might lose considerable income in one case and gain income in the other.

This record shows that the no par stock of the relator even before the assets were written down to a fair figure were $6.61 a share, while if the value of the property in New York be taken the value per share is only $5.63. By taking the 6 cents valuation for each share of no par stock (equal to an assumed par of $48. a share), the relator is required to pay EIGHT TIMES what it would pay under the old statute existing when it entered New York State, which fixed the rate at one-eighth of one per cent.

Under the authorities quoted, the arbitrary figure of six cents a share denies to the relator and all other foreign corporations, whose no par stock has a value materially less than $48. per share, the equal protection of the law.

Two state court decisions have taken up the point which the Attorney General may raise to meet this part of the argument that it is practically unwieldy and difficult to find out the value of the assets or

capital of foreign corporation, that therefore the state, in its power to classify, can take a fixed or arbitrary figure, provided it would work out a reasonable result in most cases.

> In *North American Petroleum Co. v. Hopkins*, 105 Kansas 161;
> *People Ex Rel. Standard Tank Car Co. v. Sullivan*, 228 Mo. 261.

the Court held that it was no hardship for the tax authorities to value the actual assets or capital of the foreign corporation and find out what part of it was to be used in carrying on business within the state and fixing the license fee accordingly, and in each of these cases the Supreme Court of the State held that the state authorities had no right to exclude foreign corporations merely because their stock had no par value.

The Attorney General may urge that domestic corporations pay a tax of five cents per share when no par stock is issued and that therefore the six cents per share on foreign corporations is not excessive, the state having a right on the first admission of a foreign corporation to make reasonable regulations and conditions for the admission of foreign corporation into the state.

This argument loses sight, however, of the fact that when forming a domestic corporation, the incorporators know what the law provides and need not provide for no par stock unless they are willing to pay the tax, and that a state may rightfully treat its own corporations issuing no par stock more harshly than foreign corporations without violating any constitutional provisions. The state,

however, cannot constitutionally discriminate between par and no par foreign corporations.

It follows therefore that even if the Act of May 15, 1924 should be held applicable to the relator, which started business in New York in July 1920, yet as to this relator having no par stock with an average value of about $6 a share, to tax it as if its capital were worth over $48 a share, deprives it of the equal protection of the law, and without due process of law, in violation of the Fourteenth Amendment of the Constitution of the United States, and also in violation of the commerce clause of the constitution, for the record here shows that the pictures of the relator were sold and exhibited throughout the United States.

It is, of course, well settled that the jurisdiction of the State of New York over the properties of foreign corporations is dependent upon either their doing business or having property within this State, for there can be no tax liability against a foreign corporation, nor can any tax be collected against persons or property beyond the State's jurisdiction.

> *Matter of Maltbie* v. *Lobsitz Mills Co.*, 223 N. Y. 227;
> *City of New York* v. *McLean*, 170 N. Y. 374;
> *State of Colorado* v. *Harbeck*, 232 N. Y. 71, 82.

The State cannot tax the paper shares of a foreign corporation but only the property actually within the State represented by those shares.

This tax of six cents per share might work tremendous inequality as between foreign corpora-

tions having the same amount of capital invested in New York State. Take, for example, corporations A and B. Each, we may assume, has $2,000,000 worth of capital invested in New York State. Each has no par stock. But corporation A has 200,000 shares of stock and corporation B only 200 shares of stock.

Under the Amendment of 1921

Corporation A would pay.....	$12,000
Corporation B would pay.....	12

Surely this six cents a share is arbitrary and not based upon the property of a foreign corporation which the State may tax, even as a license fee.

The unconstitutionality of a somewhat similar statute was well reasoned by Judge VANN in

> *People ex rel. Farrington* v. *Meusching*, 187 N. Y. 8.

He said, referring to the stock transfer tax act (p. 17):

> "The act of 1905, to which these remarks applied, made no discrimination between the shares of different corporations founded on the accident of the amount for which they were issued, but taxed on the basis of a uniform amount of face value as the standard. The tax was measured by one hundred dollars of face value, ascertained by counting the shares, if issued for exactly that amount; by dividing each share into multiples of one hundred dollars, if issued for more, and by adding the face values and dividing the result into multiples of that sum, if issued for less.
>
> The act now before us does not classify by arranging according to quality, but by arrang-

ing according to accident. While it places all corporate shares in a class, still it does not treat all members of the class alike, but without method or order bears heavily upon some and lightly upon others, which, in effect, is a further classification. Thus it imposes the same tax on the sale of dollar shares and hundred dollar shares. The tax is measured by the number of shares, regardless of face value or actual value. Shares of the same corporation might be taxed ten times as much, or only one-tenth as much, in one year, as compared with the next, if simply the face value of each share were changed, without changing the aggregate of the face value of all the shares, or the amount of capital invested, or the value of the assets in which it was invested. Shares are so classified as to tax the sale of those issued by one corporation several times as much as those issued by another of the same kind and in exactly the same situation, without any reason for the distinction."

Again he said (pp. 19-20):

"Two corporations may be doing the same kind of business upon the same amount of capital, with assets of the same value, and shares aggregating the same face value, but if a share in one has but half the face value of a share in the other, still the sale of the same number of shares in each would be taxed the same amount, in manifest disregard of justice and principle. The same person may own one-tenth of all the shares of both, yet on the sale of all his stock in both, his tax on the one would be twice that upon the other, although his proportionate ownership of the property of the corporation would be the same in each. While the sale of all shares is taxed an equal amount per share, the tax is unequal when the shares are issued for different amounts and the record shows a wide range in that respect."

Still again he said (pp. 20-21):

> "The serious objection to the statute under consideration is not that in some abnormal instance of low face value the tax might amount to confiscation, but that the classification is as purely arbitrary as the division of land into fields to which we have alluded. Granting the almost unlimited power of the legislature to classify as it sees fit, still there is no plausible or possible reason why one hundred acres in a single field should not pay the same tax as one hundred acres of equal value in ten fields. It seems equally clear that no distinction in liability to taxation can be drawn between ten shares of the face value of one hundred dollars each and one hundred shares of the face value of ten dollars each. If the corporations have equal assets and are equally successful, the two lots of shares are exactly the same thing. Suppose the entire capital is one hundred thousand dollars, ten shares of one hundred dollars each, or one hundred shares of ten dollars each, would represent the same proportion of the corporate property. In other words, the fraction representing the equitable ownership would be exactly the same in each case."

For these reasons, it seems clear that the Act of 1921 is unconstitutional both because in violation of the Fourteenth Amendment and because in violation of the Constitution of the State of New York.

If the amendatory act of 1921 is unconstitutional and void, then it follows that the realtor should be taxed under the original act as it existed in 1920.

People Ex Rel. Farrington v. *Mensching*, 187 N. Y. 8.

The certiorari order should be sustained with costs and the Tax Commission required to fix the license fee of relator at $3,484.02.

Respectfully submitted,

ALBERT H. T. BANZHAF,
Attorney for Relator.

E. Crosby Kindleberger,
M. E. Harry,
Edward G. Zimmer,
Of Counsel.

Argued by
E. Cromby Kindleberger

IN THE

Court of Appeals

OF THE STATE OF NEW YORK.

PEOPLE *ex rel.* D. W. GRIFFITH, INC.,
Relator-Respondent,

against

MICHAEL T. LOUGHMAN, JOHN J. MERRILL, and MARK GRAVES, constituting the State Tax Commission,
Respondents-Appellants.

BRIEF FOR RELATOR-RESPONDENT.

The State Tax Commission, pursuant to the provisions of Section 199 of the Tax Law, has appealed to this Court (fols. 184-7) from the order of the Appellate Division, Third Department, which annulled the determination of the State Tax Commission fixing the license fee of the relator, a foreign corporation, at the sum of $29,491.86, and directed the State Tax Commission to compute the license fee at $3,494.02, or at the rate of one-eighth of one per cent. upon its capital employed by the relator within the State of New York during the first year of its carrying on business in the State of New York (fols. 181-2).

In rendering this decision, the Justices of the Third Department were divided (fols. 152-3), the majority however agreeing with Presiding Justice Van Kirk that that part of Section 181 of the Tax Law which provided that all foreign corporations having stock of no par value should pay a fixed fee of six cents per share was unconstitutional, as improperly discriminating against corporations having stock of no par value.

The Court unanimously held against the relator on the important point argued by the relator, that it was not necessary to go into the constitutional question, as the amendment to Section 181 of the Tax Law, which took effect on May 12th, 1921, and which for the first time fixed a different method of license fee on foreign corporations having no par stock, did not apply to this relator which had come into the state and obtained permission to do business in the State of New York ten months previously (see fols. 163-170).

The relator in this Court urges:

(*a*) that a foreign corporation admitted to do business in New York State at a time when the law provides a small license fee cannot be compelled to pay a much greater fee under a new law enacted ten months later;

(*b*) if the new law applies, it is unconstitutional.

The Facts.

The facts are wholly undisputed and are simple.

(1) Relator's entry into New York State.

The relator a Maryland Corporation (fol. 6) filed application with the Secretary of State for

permission to carry on business in the State of New York on July 6, 1920, duly notified the Tax Commission that it had applied to the Secretary of State for certificate of authority to do business, and on July 9, 1920, the Secretary of State issued the usual certificate of authority to do business in the State of New York (fols. 7, 8, 64).

The relator had solely no par stock divided into two classes, Class A and Class B. The authorized number of Class A shares was 125,000 and Class B 375,000 (fol. 122). The total number of shares in both classes actually issued was 496,693 (fols. 125, 128) consisting of the total authorized Class B shares (375,000) and 121,693 shares of Class A (fols. 11, 125, 168).

No question is made of the correctness of the decision of the State Tax Commission that 491,531 shares represented the proportion of relator's business conducted in the State of New York (fol. 109). The total amount received from the sale of two classes of stock in cash and property was $3,283,199.75 (fol. 127) or an average price of $6.61 for the 496,693 shares. It also appeared that the Class A stock had been sold, for prices ranging from $8.50 to $10.75, a share and that Class B had sold for $5.86⅔ (fol. 127). There was no dispute that the average assets in New York during the first year were $2,795,219.50 (fols. 77, 83) amounting to $5.63 a share for each of the 496,693 shares.

It is not disputed that if the license fee should be fixed at one-eighth of one per cent. on the $2,795,-219.50, the relator should have paid $3,494.02 (fol. 182) and if on the other hand it should be required to pay six cents per share on the 491,531 shares, representing relator's property employed in the State of New York, the license fee would be

$39,492.86 (fol. 169), the sum fixed by the State Tax Commission.

(2) STATUTES INVOLVED.

It is undisputed also that in July, 1939, when the relator obtained permission to do business in the State of New York, Section 181 of the Tax Law provided that foreign corporations should pay a license fee of one-eighth of one per cent.

> "for the privilege of exercising its corporate franchise or carrying on its business in such corporate or organized capacity in this state, to be computed upon the basis of the capital stock employed by it within this state during the first year of carrying on its business in this state."

There was nothing stated in the statute about no par stock. The Stock Corporation Law (Sec. 19-23) was amended in 1912 (Chap. 351, Laws of 1912) to permit the issuance in New York of no par stock. Section 23 of that law provided in effect that where the corporation had no par stock, its value should be the value of the capital, that is, the assets of the corporation, after deducting the par of the preferred or any other stocks having a par value.

In 1921, Section 181 of the Tax Law was amended by Chap. 705 of the Laws of 1921, passed on May 12, 1921, to take effect immediately by adding the following words to the statute:

> "issued capital stock of any corporation issuing shares without designated monetary value such corporation shall pay for the use of the state a license fee of six cents on each share employed in this state as hereinbefore provided."

By comparing the old statutes providing for a fee of one-eighth of one per cent. and the new statute of six cents on each share of no par stock, it is readily seen that the new statute in effect provided that no par stock should be considered as having a par value of $48 per share; for, at this valuation, the one-eighth of one per cent. and the six cents a share would make the same financial burden on the foreign corporation. Should the shares be actually worth less than $48, as in this case, a corporation having no par stock would pay a far greater fee than one with stock having a par value, and an equal amount of capital, *i. e.*, assets within the state.

(3) Construction of License Fee Statutes Prior to May 12, 1921.

Prior to the year 1906, when Section 181 of the Tax Law was amended, a foreign corporation on obtaining permission to do business in the State of New York paid a license fee of one-eighth of one per cent. or one and one-quarter mills on its assets or capital employed in the State of New York. It was held that this percentage was based not upon the value of stock of the foreign corporation to its stockholders but upon the actual value of its capital and property represented by its stock, and therefore it was the duty of the tax authorities to make a fair appraisal of the value of the property of the foreign corporation actually used within the state.

> *People ex rel Commercial Cable Co.* v. *Morgan,* 178 N. Y. 433;
>
> *People ex rel. Consolidated Ginseng Co.* v. *Kelsey,* 105 App. Div. 175; affd. 182 N. Y. 556.

In 1896, Section 181 of the Tax Law was amended (Laws of 1896, Chap. 474) by making taxable the proportion of

"issued capital stock employed in the state"

This statute was construed in *People ex rel. Elliott Fisher Co. v. Sohmer*, 148 App. Div. 514, affd. 206 N. Y. 634, and it was held that in case of stock having a par value the one and one-quarter mills license fee was based on $100 par value of the stock and not upon its appraised value. No opinion was written in this Court but neither this Court nor the Appellate Division considered the case where a corporation had no par stock, as no par stock was first permitted in New York by Chap. 351 of the Laws of 1912, which amended Sections 19 to 23 of the Stock Corporation Law.

Section 23 provided that in the case of no par stock, its value should be the value of the capital, that is, the assets of the corporation, in deducting the par of the preferred or any other stock having a par value. The result of these decisions and statutes was that after the *Elliott-Fisher* decision in the case of no par stock, the valuation of the capital of foreign corporations employed in this state was required and no arbitrary fee on no par stock was permissible.

This rule was strongly asserted by the Appellate Division, Third Department, in *People, ex rel, Terminal & Town Taxi Corporation* v. *Walsh,* 202 App. Div. 651, which disapproved of the action of the State Tax Commission in 1918 in assuming that no par stock of a foreign corporation was worth $100 a share in order to calculate the license fee.

The State Comptroller considered that, in this way the State of New York could compel a foreign

corporation having no par stock to pay upon the fictitious or assumed par value of the stock of $100 per share, as well as corporations having par value. This argument was held unsound by the Third Department of the Appellate Division, which held that in the case of no par stock, the rule applicable before 1906 to all foreign corporations should be applied with respect to corporations having no par value stock.

Judge Kellogg of this Court, then sitting in the Appellate Division, wrote a careful opinion. After a history of the legislation and the cases, he held that the statute, (Section 181 of the Tax Law), existing before 1906, and the amendment of 1906, were not inharmonious, and said:

> "The tax continued to be computable upon 'capital' employed, but, in case of stock having par value, the measure of such 'capital' became the par value of the stock issued. The relator's common stock has no par value. The issuance of stock without par value was first authorized by chapter 351 of the Laws of 1912 (adding to Stock Corp. Law, §19 *et seq.* as amd.), and stock of that character was unknown when the above given formula for measuring 'capital stock employed' was introduced into the law. That formula necessarily fails in the instance of no par value stock such as the common stock of relator. It does not follow that the tax fails. Measuring 'capital stock employed' by the par value of the issued stock is merely a means to an end. The tax is still upon 'capital stock employed * * * within this State,' and the ascertainment of that amount is not rendered impossible or impracticable by the inapplicability of the statutory rule for ascertaining it. There is no authority in the law for the assumption that non-par value stock has a value of $100 per share for the purpose of assessing the tax under section 181. We

> think that the tax to which the relator is liable under that section must have as its base the actual capital of relator employed within this State."

This decision clearly stated the law that existed in 1920, as to the license fee of foreign corporation having no par stock, which was that such corporation paid one-eighth of one per cent. or one and one-quarter mills upon the average value its property within the State of New York during the first year of its existence. In the present case there is no dispute but that the average property of this relator employed in New York in the year, July 1920 to July 1921, was $2,795,219.50 and that one-eighth of one per cent. on this figure was $3,494.02 which was the amount to which this license fee was reduced by order of the Appellate Division (fol. 182).

Certiorari Proceedings.

This certiorari proceeding was regularly brought, the tax having been prepaid and the appropriate bond given as required by Sec. 200 of the Tax Law (fols. 24, 25, 109). Before the State Tax Commission, the relator objected to the license fee of $29,492.86, fixed by the Commission (fol. 109), on the ground that its fee should not be at the rate of six cents per share of its no par stock (which would be equivalent to arbitrarily fixing the stock at $48 per share) but of right should be one-eighth of one per cent. upon its capital actually employed in the State of New York (fols. 115, 116).

The State Tax Commission gave the relator a rehearing of the matter and received proof (fols. 118, 144) but refused to change its determination, and

held that the relator was liable under the amendment of Section 181 of the Tax Law passed May 12, 1921, to pay the license fee of $39,492.86 (fols. 146, 147). This determination was made by the Tax Commission notwithstanding the claims of the relator repeated in the Appellate Division and in this Court:

(a) That the license fee should be fixed under the statute existing in July 1920, and not under the amended law of May 12, 1921, which was not retroactive (fols. 13, 19, 20);

(b) That if the new statute was applicable, it was unconstitutional and void as against this relator (fols. 20-22).

The Appellate Division refused to agree with the relator on its first point, that is, that the amendment of Section 181 of the Tax Law, passed May 12, 1921, which first fixed a tax of six cents a share on no par stock of foreign corporations, was not applicable (fols. 162-170), but the majority of the Court did agree with the relator's contention that the act was unconstitutional (fols. 170-174).

POINT I.

The relator having ten months previously procured authority to do business in the State of New York, the amendment of Section 181 of the Tax Law, passed May 12, 1921, not stated to be retroactive, did not apply.

It cannot be questioned that when the relator filed its application and asked the State of New

York for leave to do business in the State, it did so knowing that the existing law required it to pay a license fee of one-eighth of one per cent. of the amount of its assets that might be employed in the State during the first year of its business. Presumably it knew that this license fee would be less than $3,500. If it had known or even suspected that the license fee would be over *eight times* that amount, it might well have hesitated and decided to do business at Hollywood, California, or some other place where such a large fee as $29,491.86 would not be imposed.

Chapter 705 of the Laws of 1921, which amended section 181 of the Tax Law, which for the first time put an arbitrary license fee of *six cents per share* on no par stock of foreign corporations, was passed on May 12, 1921, and took effect immediately. There was nothing in the statute, however, which expressly or impliedly stated that the Act should have a retroactive effect.

It is well settled that all statutes passed by the Legislature shall be interpreted as prospective and not retroactive, unless expressly declared by the Legislature to be retroactive.

Jacobus v. *Colgate*, 217 N. Y. 235, 240;
Campbell v. *New York Evening Post*, 245 N. Y. 320;
People v. *Cohen*, 245 N. Y. 419;
Blodgett v. *Holden*, 275 U. S. 142;
Schwab v. *Doyle*, 258 U. S. 529;
Lewellyn v. *Frick*, 268 U. S. 238;
Standard Home Co. v. *Davis*, 217 Fed. 904;
Power v. *Calvert Mtge. Co.*, 112 Miss. 319;
Untermyer v. *Anderson*, 48 Sup. Ct. 353.

In *Jacobus* v. *Colgate*, 217 N. Y. 235, 240, Cardozo, *J.* stated:

> "The general rule is that statutes are to be construed as prospective only (27 *Halsbury's Laws of England*, p. 150). It takes a clear expression of the legislative purpose to justify a retroactive application (Cases cited)."

In *Schwab* v. *Doyle*, 258 U. S. 529, the Supreme Court of the United States construed the Federal Estate Tax Act of 1916 and said (at p. 534):

> "The initial admonition is that laws are not to be considered as applying to cases which arose before their passage unless that intention be clearly declared. *1 Kent*, 455; *Eidman* v. *Martinez*, 184 U. S. 578; *White* v. *United States*, 191 U. S. 545; *Gould* v. *Gould*, 245 U. S. 151; *Story*, Const. §1398. The comment of Story is:
>
> " 'Retrospective laws are, indeed, generally unjust, and, as has been forcibly said, neither accord with sound legislation or with the fundamental principles of the social compact.'
>
> "There is absolute prohibition against them when their purpose is punitive; they then being denominated *ex post facto* laws. It is the sense of the situation that that which impels prohibition in such case exacts clearness of declaration when burdens are imposed upon completed and remote transactions, or consequences given to them of which there could have been no foresight or contemplation when they were designed and consummated.
>
> "The Act of September 8, 1916, is within the condemnation.
>
> "There is certainly in it no declaration of retroactivity, 'clear, strong, and imperative,' which is the condition expressed in *United States* v. *Heth*, 3 Cranch, 399, 413; also *United States* v. *Burr*, 159 U. S. 78, 82, 83.

> "If the absence of such determining declaration leaves to the statute a double sense, it is the command of the cases that that which rejects retroactive operation must be selected."

In *Lewellyn* v. *Frick*, 268 U. S. 238, the Federal Estate Tax Act of 1919 was construed by the Supreme Court of the United States. The Court held that there was grave doubt about the power of Congress if the Act be construed as retroactive, and Mr. Justice Holmes said at page 251:

> "Acts of Congress are to be construed if possible in such a way as to avoid grave doubts of this kind. *Panama R. R. Co.* v. *Johnson*, 264 U. S. 375, 390. Not only are such doubts avoided by construing the statute as referring only to transactions taking place after it was passed, but the general principle 'that laws are not to be considered as applying to cases which arose before their passage' is preserved, when to disregard it would be to impose an *unexpected liability that if known might have induced those concerned to avoid it and to use their money in other ways.*"

The language just italicized has special application to the case at bar, for if the relator had known that it would be exposed to "an unexpected liability", doubtless it would have "used its money in other ways" by doing business either at Hollywood, California where the other moving picture companies were established, or elsewhere.

In the recent case of *Blodgett* v. *Holden*, 275 U. S. 142, four of the Justices of the Supreme Court of the United States went so far as to construe apparent retroactive language of the United States Revenue Act of 1924, as prospective, in order to avoid the constitutional objection which four other members of the court stated made the act unconsti-

tutional as to gifts completed before the passage of the act of Congress.

In the recent case of *Untermeyer v. Anderson*, 45 Sup. Ct. 353, the Court held that the Act of 1924 fairly construed was retroactive and was therefore unconstitutional, Mr. Reynolds, *J.*, saying (p. 354):

> "The taxpayer may justly demand to know when and how he becomes liable for taxes—he cannot foresee and ought not be required to guess the outcome of pending measures. The future of every bill while before Congress is necessarily uncertain. The will of the law-makers is not definitely expressed until final action thereon has been taken."

The judgment for the Federal Collector of Taxes was reversed. In that case the gift was completed on May 23, 1924, while the Revenue Act was being considered by Congress, and the bill became a law on June 2, 1924, and by its terms applied to all gifts made in 1924.

In *Power, Secretary of State v. Calvert Mortgage Co.*, 112 Miss. 319, the mortgage company loaned money on bond and mortgage within the State of Mississippi, and in coming into the State it complied with the provisions of Section 935 of the Mississippi Code of 1906. While it was doing business in the State, the Legislature passed an act amending this section of the code, which took effect April 6, 1916, effective from and after its passage. This act requiring the filing of a charter by a foreign corporation and payment of certain fees. The Secretary of State required the mortgage company to refile its charter and pay the fees prescribed by the new Act of 1916, and these were paid under protest by the company, which brought suit in the Chancery Court to recover these fees. It received

judgment in the Court below, and the Secretary of State appealed. The judgment was affirmed by the Supreme Court of Mississippi. The entire opinion of Stevens, *J.*, is as follows (pp. 329-5):

> "In our judgment, the legislature did not intend for the amendatory act of 1916 to apply to corporations which had *already complied with the law*, and were thereby lawfully doing business in our state. The act does not by its express terms require a refiling of any charter and the words 'now or hereafter doing business in this state' should be interpreted to embrace foreign corporations in fact doing business in this state without having filed their charters and paid the fees required by section 935 of the Code, and also those corporations which should thereafter apply for admission into our state. The passage of chapter 92, Laws of 1916, repealed section 935 of the Code, and any demand thereafter made by the secretary of state is necessarily based upon the new act. To hold that this section requires corporations which had already complied with the law to refile their charters would give to the act a retroactive effect and impose an additional burden upon those corporations doing business in Mississippi by invitation and license of our state.
>
> "Mr. Sedgwick on the Construction of Statutory and Constitutional Law, at page 164, says:
>
> " 'The effort of the English courts appears, indeed, always to give to statutes of that kingdom a prospective effect only, unless the language is so clear and imperative as not to admit of doubt. "The principle," says the English Court of Exchequer' "is one of such obvious convenience and justice that it must always be adhered to in the construction of statutes, unless in cases where there is something on the face of the enactment putting it

beyond doubt that the legislature meant it to operate retrospectively.'"

"Mr. Sutherland on Statutory Construction, page 464, says:

"'A statute should not receive such construction as to make it impair existing rights, create new obligations, impose new duties in respect of past transactions, unless such plainly appear to be the intention of the legislature. In the absence of such plain expression of design, it should be construed as prospective only, although its words are broad enough in their literal extent to comprehend existing cases.'

"The exaction of this license or charter fee is not primarily for the purpose of raising revenue, but is imposed as a method of regulating and supervising the corporate business done in our state by foreign corporations. The filing of these charters gives needed information to those doing business with foreign corporations, and no good could be accomplished by refiling these charters. The essential purpose of the amendatory act is the same as that sought to be accomplished by the code section. The amendatory act is not a new law, but purports to amend, and by its express terms does amend, and in some features perfects, section 935 of the Code.

"Our view of this statute renders it unnecessary to discuss the constitutional questions.

"Affirmed."

The Court below and the appellant's brief have only attempted two answers to this argument: (*a*) that the tax is not based on conditions existing at the time the corporation comes into the State, for the fee is calculated upon the average amount of capital employed in the State during

the first year and that any new legislation during that first year is therefore applicable; (b) a State cannot be deemed to have contracted away its future right of taxation.

(a) Taking up the first argument, let us examine the language of the statute itself, leaving out of consideration the Amendment of 1921, which throws no light upon the question immediately under consideration. The statute states:

> "Every foreign corporation doing business in this state shall pay for the use of the state a license fee * * * for the privilege of * * * carrying on its business * * * in this state *to be computed upon* the basis of the capital stock employed by it within the state during the first year of carrying on business in this state. *The measure of* the amount of capital stock employed in this state shall be such portion of the issued capital stock * * *."

The italicized words clearly indicate that the twelve months period is only for purposes of computation of the amount that the corporation shall pay and has no relation whatever to the liability to taxation. From a practical standpoint, the period of a year or some other sizable period is necessary for the State to determine what a foreign corporation could pay. The State probably had in mind the fundamental rule that no foreign corporation as such may be taxed but that it is only its property employed in the State that can be required to pay part of the expenses of government. Liability of a foreign corporation is solely *in rem*.

> *Matter of Maltbie* v. *Lobsitz Mills Co.*, 223 N. Y. 227;
> *City of New York* v. *McLean*, 170 N. Y. 374;

State of Colorado v. Hacheck, 253 N. Y. 71, 82.

It would be a shocking thing if the State of New York would be permitted to lure foreign corporations into the State by offering them a low license fee (which the Court must remember is paid but once and is wholly different from an annual fee assessed under a different statute) and then by new legislation make it pay between eight and nine times the amount which it was obligated to pay under the laws that existed when it came into the State.

No authority is cited to support the contention of appellant or the decision of the Appellate Division that the mere fact that the fee was computed upon the first year's business permitted liability of the tax to be so grossly extended.

The decision of the Third Department in *People ex rel. Terminal & Town and Taxi Co. v. Walsh*, 202 App. Div. 651, partly supports our contention, for there the corporation came into the State in 1918 but the case was not heard until after the Amendment of 1921 was passed. If that act was retroactive then it should have applied to all pending license fee applications. Judge Kellogg, however, said (p. 653):

> "This tax, in the instance of the relator, is governed by the provisions of section 181 of the Tax Law as they read just previously to the amendments thereto made by chapter 705 of the Laws of 1921."

In considering the question whether the amendment is applicable the Court should remember the rule that new taxation must be clearly expressed in the language of the statute, and that all doubts

as to the meaning of a law purporting to impose a new and additional tax must be construed in favor of the taxpayer.

> *United States* v. *Merriam*, 263 U. S. 179, 187;
> *Gould* v. *Gould*, 245 U. S. 151, 153;
> *Smith* v. *Browning*, 225 N. Y. 358, 363;
> *Hecht* v. *Malley*, 265 U. S. 144.

In *United States* v. *Merriam*, 263 U. S. 179, 187, the legacy tax under the United States Revenue Act of 1913 was involved and the Court said (p. 187):

> "On behalf of the government it is urged that taxation is a practical matter and concerns itself with the substance of the thing upon which the tax is imposed rather than with legal forms or expressions. But in statutes levying taxes the literal meaning of the words employed is most important for such statutes are not to be extended by implication beyond the clear import of the language used. If the words are doubtful, the doubt must be resolved against the government and in favor of the taxpayer. *Gould* v. *Gould*, 245 U. S. 151, 153."

In *Smith* v. *Browning*, 225 N. Y. 358, 363, the transfer tax was involved (Sec. 224 of the Tax Law), and Hogan, *J.*, said (p. 363):

> "The tax imposed is one in the nature of a special tax affecting a special class; therefore, all doubt as to construction of any provision of the statute must be resolved in favor of the person chargeable with payment of the tax."

Here it is by no means clear that the Amendment is applicable to this relator and therefore the rela-

tor should have all benefits from the doubt resolved in its favor.

It was argued by Van Kirk, *J.*, in the Court below, that the tax rate may be changed as the necessities of the State require (fol. 166). Surely this statement cannot have been carefully considered. While general municipal taxation is of course fixed upon the needs of the locality, this rule has never been applied to taxes on corporations and certainly not upon foreign corporations. It would be unthinkable if the State Comptroller would wait until a certain period of the year to determine how many large corporations had entered the State during the year and then ask the Legislature to increase the license fee thirty, forty or fifty times the amount due and payable at the time the corporations entered the State.

"B" The Appellate Division stated that a statute may impose a tax upon income received during the previous year and cited:

> *Stockdale* v. *Atlantic Insurance Co.*, 20 Wallace 223, 231;
> *Brushaber* v. *Union Pacific R. R. Co.*, 240 U. S. 1.

In the *Brushaber* case, the U. S. income statute was expressly retroactive and the same was true in the *Stockdale* case. The State Income Tax Act, which took effect May 14, 1919, was also expressly retroactive, and in terms covering the calendar year 1919, far different language from the Act of 1921 in this case.

It is finally urged in the opinion that there was nothing that expressly or impliedly limited or restrained the State from changing the tax rate, and the Court cited the following cases:

Home Insurance Co. v. City Council of Augusta, Ga., 93 U. S. 116;
Roberts & Schaffer Co. v. Emmerson, 271 U. S. 50, 58;
Erie R. R. Co. v. State of Pennsylvania, 21 Wallace 595;
Memphis Gas Light Co. v. Taxing District of Shelby County, 109 U. S. 398.

None of these cases has the slightest resemblance to the case at bar.

In *Home Insurance Co. v. City Council of Augusta, Ga.*, 93 U. S. 116, it was merely held that the City Council had a right to pass an ordinance imposing a license fee upon the gross amount of premiums received, and that this was not forbidden by anything contained in the statute at the time the insurance company obtained authority to do business in the State.

In *Roberts & Schaffer Co. v. Emmerson*, 271 U. S. 50, it is held that the State of Illinois had a right to increase the taxation of its domestic corporations, a proposition which no one disputes.

In *Erie R. R. Co. v. State of Pennsylvania*, 21 Wallace, 595, it was held that Pennsylvania had a right to impose a tax on the gross receipts of Erie R. R. Co. and that there was nothing in prior statutes which prevented the state from exercising its power of taxation. The same ruling was made in *Memphis Gas Light Co. v. Taxing District of Shelby County*, 109 U. S. 398, that case involving a domestic corporation, which the Court held subject to a license tax. Other authorities are cited in *Roberts & Schaffer Co. v. Emmerson, supra*, but none of them are applicable to our facts.

These authorities might apply if the State of New York was imposing a larger annual tax on

the property of the relator, which would fulfill all constitutional requirements, but the State certainly cannot greatly increase its entrance or license fee ten months after the corporation has entered the State and became liable for the entrance fee, at a fixed percentage upon its property employed in the State during the first year.

We believe that our argument is sound and accords with every dictate of justice and fair play to foreign corporations who should not be compelled to take the gamble of hostile legislation in the first year they do business in New York. If an individual should attempt to treat the relator as the State has attempted to do in this case, his actions would be considered unfair, unbusinesslike and perhaps even fraudulent. The State of New York should at least be held to observe the dictates of ordinary business morality.

If the Court should agree with us in this point, then it may become unnecessary to pass upon the constitutional question discussed in our next point.

POINT II.

Section 181 of the Tax Law amended on May 12, 1921, fixing the license fee upon corporations having no par stock at an arbitrary sum of six cents per share, irrespective of the value of its property employed in the State, is unconstitutional.

In the application for the order of certiorari, the relator claimed that if the Amendment of 1921 to Sec. 181 applied to it, the Amendment fixing an arbitrary sum upon the number of its shares and not based upon the value of its property employed

in the State was arbitrary, discriminatory and unconstitutional under the Fourteenth Amendment (fols. 23-3).

The history of the Fourteenth Amendment has been one of gradual growth. As the financial needs of the States have increased, they have attempted year by year to increase their taxation and especially to increase the burdens of foreign corporations. More and more the Supreme Court of the United States has been compelled to declare such legislation void under the Fourteenth Amendment.

With this progress in mind, old authorities not in sympathy with modern thought are entitled to but little consideration, and it is necessary to ascertain the most modern judicial thought on the subject.

Before considering the authorities, mostly in the Supreme Court of the United States, it is again proper to remember the fundamental principle of taxation, that the State of New York cannot tax a foreign corporation as such but can only constitutionally tax its property or its use of property in the State.

> *State of Colorado* v. *Harbeck*, 232 N. Y. 71, 82 and cases there cited.

Consequently the State of New York should not be permitted to consider the way foreign corporations divide their shares, but only what property it has or uses in the State of New York. Suppose, for instance, two foreign corporations should come and do business in the State of New York, each of them employing $2,000,000 worth of capital in the State. Each has no par stock. Corporation A, being controlled by a few wealthy men, has only 200 shares of no par stock, while corporation B has 200,000 shares, as it believes in large distribution

of its stock. Under the Amendment of 1921, corporation A would pay a license fee on this $2,000,000 capital of but $12; corporation B on the same amount of property would pay $12,000.

An inequality almost as glaring occurs with respect to this relator. With the same assets on May 12, 1921, as it had on May 11th, before the new law took effect, its license fee is raised from $3,494.02 to $29,491.86, or over eight times the former figure.

Legislation taxing shares and not property is an inducement to shrewd incorporators and their attorneys to go to States where it would be permissible to have each share represent a large amount of assets and then come into New York State and pay a license fee that would be purely nominal. In the long run, the State would lose considerable money over the old method, which was the constitutional and fair way in valuing the property employed in New York State and then basing the license fee upon such capital irrespective of the internal structure of the foreign corporation.

The cases hold that while a State can classify persons or corporations for taxation purposes this classification must be based on a real difference and cannot be arbitrary.

People ex rel. Farrington v. *Mensching,* 187 N. Y. 8, 17, 19, 20;

Air-Way Electric Appliance Corpn. v. *Day,* 266 U. S. 71;

Quaker City Cab Co. v. *Commonwealth of Pennsylvania,* 48 Sup. Ct. 553;

Wickersham on Stock Without Par Value, pp. 136, 138;

Power Mfg. Co. v. *Saunders,* 274 U. S. 490, 493;

Louisville Gas & Electric Co. v. Coleman, 43 Sup. Ct. Rep. 435;
In re Thermiodyne Radio Corpn., 36 Fed. (2d) 715;
Stebbins v. Riley, 268 U. S. 137.

In *People ex rel. Terminal & Town Taxi Co. v. Walsh*, 202 App. Div. 651, Judge Kellogg of this Court wrote the opinion in July, 1922, and considered both the license fee under the statute before the Act of 1921 (at p. 653) and Section 214 of the Tax Law, covering the annual tax on foreign corporations as amended in 1920, where the Act of 1920 attempted to make an arbitrary figure on no par stock for annual taxation purposes. In considering the validity of the 1920 amendment, he cited the case of *People ex rel. Farrington v. Meusching*, 187 N. Y. 8, 17, and then said (pp. 654-5):

> "In the *Meusching* case there was under consideration a law imposing a tax on transfers of certificates of stock. The tax imposed was interpreted to be a tax upon the transfer of every share of stock, and to be the same tax whether the face value or real value of the share were $1 or $100, or, in other words, a tax not determinable by face value or actual value. The law was held to be unconstitutional. Judge Vann, in writing the opinion for the court, said in part as follows: 'The act now before us does not classify by arrangeing according to quality but by arranging according to accident. While it places all corporate shares in a class, still it does not treat all members of the class alike, but without method or order bears heavily upon some and lightly upon others, which, in effect is a further classification. Thus it imposes the same tax on the sale of dollar shares and hundred dollar shares. The tax is measured by the number of shares, regardless of face value or actual value. Shares

of the same corporation might be taxed ten times as much, or only one-tenth as much, in one year as compared with the next, if simply the face value of each share were changed, without changing the aggregate of the face value of all the shares, or the amount of capital invested, or the value of the assets in which it was invested. Shares are so classified as to tax the sale of those issued by one corporation several times as much as those issued by another of the same kind and in exactly the same situation, without any reason for the distinction.'

We cannot escape the conclusion that the expression 'shall be deemed,' as employed in the provision under consideration, does have the force of 'shall be determined.' The compulsory valuation of $100 required by the provisions as thus construed to be placed upon every share of no par value stock is entirely arbitrary and necessarily would result in unequal taxation. It would require corporations having issued stock of the actual value of $5 per share to pay the same tax per share as corporations having issued stock the shares of which were in fact worth $1,000 per share. It might have the result of compelling corporations, employing in this State a capital of only $1,000, to pay, for the privilege of doing their limited business, the same taxes as corporations employing within the State a capital of $200,000. The words above quoted from the opinion of Judge Vann in the *Mensching* case apply with equal force to the tax sought to be imposed in the case at bar under the provision quoted from section 214 of the Tax Law, and compel the conclusion that the provision is unconstitutional."

In the Supreme Court of the United States practically the same question was decided in favor of the relator.

In that case, suit was brought by the corporation organized in Delaware against the State of Ohio, to enjoin the collection of a franchise fee charged against it as a foreign corporation, for the privilege of exercising its franchises in Ohio. The plaintiff's stock was no par, divided into two classes. Shortly after its incorporation, it obtained from the Secretary of State of Ohio a certificate for permission to do business and paid the admission fee, and acquired large manufacturing plants at Toledo. All of the company's property was located in Ohio. The total value of the property of the company made the value of its stock seven dollars per share. A new act passed May 14, 1921, made a tax of five cents per share upon

> "the proportion of the number of shares of authorized common stock represented by property owned and used, and business transacted in this state."

Under this section, the State assessed an annual fee of $20,000, notwithstanding that the corporation showed that of its total sales of about $250,000, only twenty-eight per cent. was intrastate and seventy-two per cent. interstate. The Supreme Court of the United States held that the new act violated the equal protection of law required by the Fourteenth Amendment.

In taking up the contention that the tax was arbitrary and unreasonable, the Court stated (p. 84):

> "The act in its practical operation does not require like fees for equal privileges held by

foreign corporations in Ohio under the same circumstances."

Discussing the figures, it then said (at p. 54):

> "If plaintiff's authorized shares were of the par value of $100 each, the amount of capital stock for apportionment between its property and business in Ohio and its interstate business to arrive at the franchise fee would be $40,000,000, and, adopting the basis of apportionment determined by the lower court which attributed about 75 per cent. of the shares to the property and business in Ohio, the amount of the fee would be $44,778, and with par value of $7 each, the amount for which the commissioner of securities authorized plaintiff to sell its shares in Ohio, and their admitted value, the amount for such apportionment would be $2,800,000, and the fee would be $3,134.46. These figures are to be contrasted with $14,926, fixed by the lower court. Again, compare two corporations organized in a sister state having the same number of authorized non par value shares, one having property and business of little value, all in Ohio, and the other having much more property and business in that state, and also much property and business in other states. The act would require the former to pay 5 cents per share on all its shares, but would require the latter to pay a fee based only on the proportion of its shares representing its property owned and used and business transacted in Ohio."

In the very recent case of *Louisville Gas & Electric Co.* v. *Coleman,* 48 Sup. Ct. Rep. 423, the statute of Kentucky provided a recording tax for mortgages where the indebtedness did not mature within five years but exempting mortgages for less time and also exempting mortgages of building and loan associations. The Court was unanimous in

holding that the exception of building loan association mortgages was a proper classification and could be sustained, but the majority of the Court held that the part of the statute taxing mortgages running for more than five years while exempting mortgages for a lesser period was not a reasonable classification, and that the statute was void as violating the Fourteenth Amendment of the Constitution of the United States providing for equal protection. Sutherland, J., writing for the majority of the Court, said (p. 425):

> "The equal protection clause, like the due process of law clause, is not susceptible of exact delimitation. No definite rule in respect of either, which automatically will solve the question in specific instances, can be formulated. Certain general principles, however, have been established, in the light of which the cases as they arise are to be considered. In the first place, it may be said generally that the equal protection clause means that the rights of all persons must rest upon the same rule under similar circumstances, *Kentucky Railroad Tax Cases*, 115 U. S. 321, 337; *Magoun* v. *Illinois Trust & Savings Bank*, 170 U. S. 283, 293, and that it applies to the exercise of all the powers of the state which can affect the individual or his property, including the power of taxation, *County of Santa Clara* v. *Southern Pac. R. Co.* (C. C.), 18 F. 385, 388-399; *Railroad Tax Cases* (C. C.), 13 Fed. 722, 733. It does not, however, forbid classification; and the power of the state to classify for purposes of taxation is of wide range and flexibility provided always that the classification 'must be reasonable, not arbitrary, and must rest upon some ground of difference having a fair and substantial relation to the object of the legislation, so that all persons similarly circumstanced shall be treated alike.' *Royster Guano Co.* v. *Virginia*,

253 U. S. 412, 415; *Airway Corp.* v. *Day*, 266 U. S. 71, 85; *Schlesinger* v. *Wisconsin*, 270 U. S. 230, 240. That is to say, some difference is not enough; the attempted classification 'must always rest upon some difference which bears a reasonable and just relation to the act in respect to which the classification is proposed, and can never be made arbitrarily and without any such basis.' *Gulf, Colorado & Santa Fe Ry.* v. *Ellis*, 165 U. S. 150, 155. Discriminations of an unusual character especially suggest careful consideration to determine whether they are obnoxious to the constitutional provision. Compare *Martin* v. *District of Columbia*, 205 U. S. 135, 139; *Bell's Gap R. Co.* v. *Pennsylvania*, 134 U. S. 232, 237."

He held that the classification was arbitrary and said:

"It bears no reasonable or just relation to the intended result of the legislation. The difference relied upon is no more substantial, as the sole basis for the present classification, than a difference in value between two similar pieces of land would be if invoked as the sole basis for a like classification in respect of such property. Certainly one who is secured by the state in the priority of his lien for a period less than five years enjoys a privilege which in kind and character fairly cannot be distinguished from one who enjoys a like privilege for a longer period of time. The former reasonably may be required to pay proportionately less than the latter; but to exact, as the price of a privilege, which, for obvious reasons neither safely can forego, a tax from the latter not imposed in any degree upon the former produces an obvious and gross inequality. If the state, upon the same classification, had reversed the process and taxed indebtedness maturing within a shorter period than five years, and exempted such as matured in a longer

> period, the inequality probably would be readily conceded, but the constitutional infirmity, though more strikingly apparent, would have been the same.

In *In re Thermiodyne Radio Corporation*, 26 Fed. (2d) 713, Judge Morris of the District Court of Delaware considered this very New York statute (Section 181 Tax Law) and held that it was improper classification based on no reasonable basis, to impose a license fee on a foreign corporation having par stock different from one having no par stock. His opinion fully discusses the various authorities.

In *Quaker City Cab Co. v. Commonwealth of Pennsylvania*, 48 Sup. Ct. 553, the majority of the Court held that the law taxing the gross receipts of taxicab corporations while exempting gross receipts from taxicabs owned by individuals was discriminatory and void as against the Fourteenth Amendment, and that the classification was not based upon real and substantial difference, having reasonable relation to the subject of legislation.

What should be the test? When can a classification be defended and when does it become arbitrary? Possibly a corporation exercising banking powers or a railroad company might constitutionally be treated differently from a manufacturing company, and a corporation requiring supervision under the police power, like an employment agency, might possibly be treated differently from an ordinary business corporation. These problems are not presented to this Court but are merely illustrative.

This Court in two cases argued by the writer of this brief has held on the one hand it was proper to impose a stamp tax on the sale of certificates of stock, as stock was different from other tangible

personal property and its separate classification was proper. *People ex rel. Hatch* v. *Reardon*, 184 N. Y. 431, affd. 204 U. S. 152 (cited by appellant). Soon afterwards this Court decided that further classification by which transfers of stock were treated unequally was improper.

> *People ex rel. Farrington* v. *Mensching*, 187 N. Y. 8.

Can it be fairly said that there is any reason of police power, enlightened public policy, or otherwise, that would seize upon the accident that one foreign corporation having a designated amount of property in the State has no par and another similar corporation having exactly the same amount of capital employed in the State has stock having a par value? It is confidently hoped that the Court will agree with the respondent that there is no *real difference*, and that the distinction in the statute cannot be defended on any reasonable ground.

The Attorney General argues that the decision of the Supreme Court of the United States in *Roberts & Schaffer Co.* v. *Emmerson*, 271 U. S. 50, in effect overruled the *Air-Way* case and showed that it was proper to treat no par stock corporations differently from corporations having par stock. That case construed a statute relating to domestic corporations where of course it is proper to make a different rule as to no par stock from that applicable to par stock. Mr. Justice Holmes in his opinion distinguished the *Air-Way* case on the ground that that was a foreign corporation (see 271 U. S. 53, 54).

The cases are carefully discussed by Mr. Cornelius W. Wickersham in his recent book "Stock Without Par Value," pages 136, 138, where the

author thoroughly approves of the rule in *Air-Way Electric Appliance* v. *Day*, 266 U. S. 71. He states that the true rule is that the State may not arbitrarily measure its license fee on a foreign corporation by an arbitrary sum on each share of no par stock but that the license fee should be fixed on the fair value of that part of its capital actually employed in the State.

The Attorney General cites the dictum of Chief Justice Taft in *Hanover Fire Insurance Co.* v. *Carr*, 272 U. S. 494, to the effect that a State has greater power in fixing an entering license fee on a corporation than it has in fixing an annual fee of a foreign corporation after the corporation has come into the State. What was before the Court in the *Hanover* case, however, was not a license fee but the annual fee which was held to be discriminatory and void. Chief Justice Taft did not say that a State could discriminate between foreign corporations without having a good reason for its discrimination. He merely was considering the question of the taxation of a foreign corporation, as compared to a domestic corporation.

Another line of cases also applicable here is that a foreign corporation by coming into the State does not surrender the protection of the federal constitution.

> *Power Mfg. Co.* v. *Saunders*, 274 U. S. 490, 497;
> *Hanover Fire Insurance Co.* v. *Carr*, 272 U. S. 494, 507;
> *Quaker City Cab Co.* v. *Commonwealth of Pennsylvania*, 48 Sup. Ct. Rep. 553, 554.

Still further, a well-settled principle is that once a corporation is in the State it cannot be subject to

taxation not substantially applying to domestic corporations.

> *Southern R. R.* v. *Greene*, 216 U. S. 400;
> *American Smelting & Refining Co.* v. *Colorado*, 204 U. S. 103;
> *Lumley* v. *Crane Co.*, 245 U. S. 178;
> *Hanover Fire Insurance Co.* v. *Carr*, 272 U. S. 494.

The Attorney General has not cited the case of *Marvin Oil Corporation* v. *Applegate*, 273 U. S. 666, where the Supreme Court merely wrote a memorandum. In order to cover the authorities, however, we are discussing this case. There the Delaware corporation was taxed by the State of Arkansas for *annual* franchise tax under a statute making no par stock to be considered worth $25 per share. The Arkansas statute made this assumption apply to domestic as well as foreign corporations and both were treated exactly alike so that there was no discrimination against foreign corporations. The Supreme Court of the United States upheld its constitutionality and cited *Roberts & Schaffer* v. *Emmerson*, 271 U. S. 50.

In New York, no par stocks of domestic corporations are taxed only five cents, compared with an entrance fee of six cents for foreign corporations. It follows that the case is clearly distinguishable.

The Attorney General admits that there is some inequality in the taxation of no par stock according to the number of shares but claims that it is more convenient and easier to collect. Similar contentions were made in other States but the courts in each case held that it was proper to determine the value of the property of the foreign corpora-

tion in the State and that this could be readily done.

> *North American Petroleum Co. v. Hopkins*, 105 Kansas 161;
> *People ex rel. Standard Oil Co. v. Sullivan*, 228 Missouri 261.

The Attorney General cites decisions in Massachusetts, Michigan and Missouri. In the Massachusetts case, *American Union v. Commonwealth of Massachusetts*, 229 N. E. 622, the statute made a maximum license fee of $2,000, so that the foreign corporation could know the greatest fee it had to meet if it came into that State. It was not subjected, as here, to attempted increase between eight and nine times as much as the law required it to pay at the time it sought admission to the State. In *Missouri State v. Pierce Petroleum*, 2 S. W. (2d) 790, the Missouri statute provided for the same assumption as to no par stock of domestic and foreign corporations, to-wit, that they were worth $100. Such a statute works more fairly than the Act of 1921, for it prevents the unjust result possible under our statute in permitting a corporation with large assets and very few shares of no par stock to pay a nominal tax while a similar corporation, with similar assets, having a larger number of shares, but each share however representing but a small amount of property must pay an excessive tax, perhaps even a 100% or even 1,000% increase over the other corporation.

It may be urged that the statute with slight modifications might be upheld as being within decisions cited by the Attorney General. Respondent urges however that this Court must take the statute as it exists, not as it could have been framed. If the

statute as it exists is justly condemned as arbitrary, then it is void and the relator should have its license fee fixed under Section 181 of the Tax Law as it existed in 1920.

The order of the Appellate Division should be affirmed with costs.

Respectfully submitted,

ALBERT H. T. BANZHAF,
Attorney for Relator.

E. Crosby Kindleberger,
M. E. Harby,
Edward G. Zimmer,
of Counsel.

Argued by
WENDELL P. BROWN

IN THE

Court of Appeals

OF THE

STATE OF NEW YORK

PEOPLE OF THE STATE OF NEW YORK *ex rel.* D. W. GRIFFITH, INC.,

Relator-Respondents,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, Constituting the State Tax Commission,

Appellants.

BRIEF FOR APPELLANTS

This is a certiorari proceeding to review a determination of the State Tax Commission, making an assessment of tax in the amount of $29,491.36, against the relator corporation under Section 181 of the Tax Law.

The proceeding comes to this court on appeal by the Tax Commission from an order of the Third Appellate Division, annulling (Mr. Justice Davis dissenting) the determination of the Tax Commission and remitting the matter to that

Commission to compute the tax in accordance with the opinion of that court, to wit: at the rate of one-eighth of one per centum upon the sum of $2,795,219.50, the amount of capital employed by the relator within the State of New York during the first year of its carrying on business in the State of New York, or the sum of $3,494.02.

The section of the Tax Law in question imposes a tax upon foreign corporations doing business within this State, in the nature of a license fee. The tax is to be computed upon the capital stock employed in this State by the corporation in the first year it carries on business here. It is not an annual tax; it is paid once for all time, except so far as there is subsequent increase of the capital stock employed here; in these respects it is somewhat equivalent to the organization tax imposed by Section 180 upon domestic corporations. Section 181 recites that the tax upon foreign corporations is "for the privilege of exercising its corporate franchises or carrying on its business in such corporate or organized capacity in this State." The tax is due and payable "immediately after the close of the first year carrying on business in this State" (Section 197).

The relator, a foreign corporation, began business in New York State on July 1, 1920; certificate of authority being issued July 9, 1920. At that time the tax rate was one-eighth of one per cent upon the capital stock employed within this State (meaning a part of the issued stock, at par, proportioned to the gross assets employed in this State against those everywhere), and no special provision was made as to no-par stock. At various times during the next twelve

months the corporation issued and employed within this State shares of no-par value, that being the only class of stock it has issued.

During the twelve months, and on May 12, 1924, Section 181 was amended by Chapter 705 of the laws of that year, effective immediately, fixing the tax rate upon no-par stock at six cents per share.

(*In the case of relator*, this represents an *increase* over the former rate, since its no-par stock employed in this State is valued at only about Six Dollars per share.)

The Tax Commission assessed a tax as of the time when it became due and payable, computed at the rate then provided by statute, upon the total of stock issued and employed during the past year, although some of this stock was so issued and employed before the amendment and some afterwards.

The relator contended below (1) that the license fee should have been computed at the rate in effect at the time it commenced business in this State and (2) that if the amendment is applicable to it, the same is unconstitutional and void.

The learned court below has unanimously held that the amended statute was applicable, but, in an opinion from which Mr. Justice Davis dissented and in which Mr. Justices Hill and Whitmyer concurred solely because of the previous decision of that court in *People ex rel. Terminal & Town Taxi Corp.* vs. *Walsh,* 202 App. Div. 651, held that the amendment was discriminatory and void under the equal protection clause of the Federal Constitution.

POINT I

The rate fixed by the amendment was applicable.

The relator's argument is predicated upon the assumption that the application of the amended rate to the present case gives it a retroactive effect. This assumption appears to rest upon the further assumption that the tax under Section 181 is a price paid for admission to this State, and predicated upon the mere fact of admission, or the mere facts at the instant of admission. This assumption finds no warrant in the statute, and is disproved by some of its provisions. The tax is for "carrying on" its business in corporate capacity in this State. It isn't due until a year after admission, and is computed upon a total of stock issued and employed in that year. The tax isn't even limited by that total; additional tax is imposed upon subsequent increase of stock issued and employed in this State by a foreign corporation.

This is an admission fee rather than an annual tax, but it is an admission fee of peculiar characteristics, for it depends not solely upon the facts at the moment of admission, but upon some facts arising within the next year, and perhaps longer, thereafter.

Had the no-par stock of this relator been worth $100 per share, so the amendment of May 12, 1921, would have worked a reduction from twelve and one-half cents per share to six cents per share, we suppose it would have been assumed, quite readily so far as the relator is concerned, that the tax rate in effect when the tax became due and payable and when the annual total upon which it was to be computed first became know-

able, was the rate intended by the Legislature for use by the Tax Commission. Certainly, in that case, the Tax Commission would have been unable to base its July, 1921, assessment upon the rate repealed in the previous May.

Perhaps there would be a superior fairness in taxing at the old rate all stock issued and employed prior to the amendment and taxing at the new rate all stock issued and employed thereafter, but the Legislature did not see fit to make such provision, probably realizing that a tax of this sort, based upon a particular year, is somewhat arbitrary at best, and the possible gain in fairness by such division of a year would be insufficient to offset the loss in simplicity.

A corporation coming into the State and carrying on business here assumes the possibility of taxes upon its activities and property, with no warranty that the rates may not be changed, or even new taxes imposed, by the State or locally. (*Home Ins. Co.* vs. *City Council*, 93 U. S. 116; *Memphis Gas Co.* vs. *Shelby County*, 109 U. S. 398; *Roberts & Schaeffer Co.* vs. *Emmerson*, 271 U. S. 50, 58; *Palmer* vs. *Hickory Grove Cemetery*, 84 App. Div. 600, 607.) There is no constitutional principle requiring any construction of the 1921 amendment different from the ordinary meaning of its words, or giving them any unusual liberality as to this relator. On the contrary, exemptions from a general tax are not favored, and the amendment should be given the general application indicated by its general language.

We are satisfied that the decision of the Tax Commission and of the Court below was correct upon this point. If, however, this Court shall reach a different conclusion may we request, in

view of the importance of the question and the uncertainty which will exist because of the decision below, that the Court also pass upon the constitutional question discussed in the following point.

POINT II

The provision of Section 181 of the Tax Law, imposing a license fee upon foreign corporations issuing stock without par value, at the rate of six cents per share on such portion of the issued no-par value stock as is employed in this State, is a constitutional exercise of the taxing power of the State.

Section 180 of the Tax Law imposes upon domestic corporations an organization tax of one-twentieth of one per cent upon the amount of the par value of all the shares with a par value which the corporation is authorized to issue and a tax of five cents on each share without a par value which it is authorized to issue.

The following section (§ 181) imposes a similar tax upon foreign corporations for the privilege of exercising the corporate franchises or carrying on business in this State. The essential differences between the two taxes are: (1) In the case of foreign corporations, the tax is based upon only so much of the capital stock as is actually issued, while domestic corporations are taxed upon all of the stock which they are authorized to issue; (2) In the case of foreign corporations, only so much of the capital stock as is employed in this State is used as a basis for the tax, while domestic corporations are taxed upon all stock wherever employed or

whether employed or not; (4) The rate of the tax on foreign corporations is one-eighth of one per cent of the par value shares and six cents per share on shares without par value, while the rate for domestic corporations is one-twentieth of one per cent on par value shares and five cents per share on no-par value shares.

As stated by the Court in *People ex rel. Elliott-Fisher Co. vs. Sohmer*, 148 App. Div. 514, affd. 206 N. Y. 634, on the opinion of the Court below:

> "This license tax first came into our law by Chapter 240 of the Laws of 1895, which was entitled 'an act to provide for licensing foreign stock corporations.' It provided for such corporations then authorized to do business in this State a license fee of one-eighth of one per centum, payable on December 1, 1895, 'to be computed upon the basis of the amount of capital stock employed by it within this State during the year preceding that date,' and for such corporations thereafter authorized to do business in this State it provided a like license fee payable before receiving the certificate of authority 'to be computed upon the basis of the capital stock employed by it within this State for its business during the first year of carrying on its business in this State.' The tax was to be paid but once. Chapter 143 of the Laws of 1886 imposed an organization tax of one-eighth of one per cent upon the capital stock of a domestic corporation, and in the year 1895 the Comptroller in his report to the Legislature suggested that foreign corporations were required to pay no organization tax here, and, therefore, had an advantage over domestic corporations, which was an inducement to corporations to organize outside of the State to transact business in the State, and he suggested that such corporations should have no advantage over domes-

tic corporations, and referred to the fact that the last Legislature had passed an act which would compel foreign corporations to pay a tax similar to the organization tax of domestic corporations, but that the act was so defective that it was not suffered to become a law. It is evident by the passage of the statute in question immediately following the report, and from the nature of the act itself, that its purpose was to impose upon foreign corporations a tax similar to the organization tax required of domestic corporations."

The rate of the tax now imposed by Section 181 is slightly higher than the rate imposed on domestic corporations by Section 180. This difference in rate is, however, fully offset by the difference in the base upon which the tax is computed, the domestic corporation being taxed upon the basis of the full amount of its authorized stock, issued and unissued, and whether employed or not, while the base for the foreign corporation is only so much of its issued stock as is actually employed in this State.

As indicated in the opinion last cited, the Legislature has endeavored to keep domestic and foreign corporations upon the same footing, so far as these taxes are concerned, and clearly that was its purpose in providing different rates in the two classes of cases. There was no intent to discriminate against the foreign corporations and the statute does not in fact discriminate against them.

We have referred to these matters in order to correctly picture the plan under which initial fees are imposed upon corporations, both foreign and domestic. It is not, of course, necessary as regards a license fee or charge imposed upon

foreign corporations for the privilege of entering the State and doing a domestic business that there should be equality with domestic corporations; the charge may be demanded quite irrespective of whether domestic corporations are similarly taxed or not (*People* vs. *Fire Insurance Company of Philadelphia*, 92 N. Y. 311, 325; *Doyle* vs. *Continental Insurance Company*, 94 U. S. 535; *Security Mutual Life Insurance Company* vs. *Prewitt*, 202 U. S. 246; *Ashley* vs. *Ryan*, 153 U. S. 436, 443; *Hooper* vs. *California*, 155 U. S. 648; *Hanover Fire Insurance Company* vs. *Carr*, 272 U. S. 494).

In the last cited case Chief Justice Taft, writing for the Court, said:

> "In subjecting a law of the State which imposes a charge upon foreign corporations to the test whether such a charge violates the equal protection clause of the Fourteenth Amendment, a line has to be drawn between the burden imposed by the State for the license or privilege to do business in the State and the tax burden, which, having secured the right to do business, the foreign corporation must share with all the corporations and other taxpayers of the State. With respect to the admission fee, so to speak, which the foreign corporation must pay to become a *quasi* citizen of the State and entitled to equal privileges with citizens of the State, the measure of the burden is in the discretion of the State, and any inequality as between the foreign corporation and the domestic corporation in that regard does not come within the inhibition of the Fourteenth Amendment; but after its admission, the foreign corporation stands equal, and is to be classified with domestic corporations of the same kind."

We take it to be too well settled to require argument that classification for the purposes of taxation is not denied to the States by the equal protection clause and that all that that section requires is that classification where made shall be reasonable and founded upon real differences.

In *District of Columbia* vs. *Brooks*, 214 U. S. 138, 150, 29 Sup. Ct. 560, 565, it was said:

> "The (Fourteenth) Amendment is unqualified in its declaration that a state shall not 'deny to any person within its jurisdiction the equal protection of the laws.' Passing on that amendment, we have repeatedly decided—so often that a citation of the cases is unnecessary—that it does not take from the States the power of classification. And also that such classification need not be either logically appropriate or scientifically accurate. The problems which are met in the government of human beings are different from those involved in the examination of the objects of the physical world and assigning them to their proper associates. A wide range of discretion, therefore, is necessary in legislation to make it practical, and we have often said that the courts cannot be made a refuge from ill-advised, unjust or oppressive laws."

In *Stebbins* vs. *Riley*, 268 U. S. 137, the Court in discussing the equal protection clause said:

> "It is not necessary that the basis of classification should be deducible from the nature of the thing classified. It is enough that the classification is reasonably founded in the 'purposes and policies of taxation.' *Watson* vs. *Comptroller*, 254 U. S. 122. It is not open to objection unless it precludes the assumption that the classification was made in the exercise of legislative judgment and discretion. *Campbell* vs. *California, supra.*"

In *People ex rel. Hatch* vs. *Reardon*, 184 N. Y. 431, 445, 446, 448, affd. 204 U. S. 152, this Court said:

"The Legislature has power to classify as it sees fit by imposing a heavy burden on one class of property and no burden at all upon others, the remedy for injudicious action being in the hands of the people, not of the courts. * * * The equal protection of the laws 'only requires the same means and methods to be applied impartially to all the constituents of each class, so that the laws shall operate equally and uniformly upon all persons in similar circumstances.' (*Kentucky R. R. cases*, 115 U. S. 321, 337.) * * *

"It is claimed that the statute is invalid because it fixes the amount of the tax regardless of the value of the certificates sold or of the sum for which they are sold.

"The tax in question is an excise tax which need not depend upon any principle of valuation or on any notice to the taxpayer. It is not a direct tax governed by the rule of appraisement, but an indirect tax governed by the rule of uniformity. * * *

"A tax of two cents on every check, regardless of the amount for which it was drawn, and of five cents on a written contract, whether it covered a transaction involving hundreds or thousands, may be referred to as examples of what has been done without serious question in the imposition of excise taxes. * * *

"The highest Federal court sustained without hesitation an assessment upon the nominal or face value of bonds instead of upon their actual value, and also declared that absence of notice to the owners of the bonds was not a taking of the bondholder's property without due process of law. (*Bells Gap R. R. Co.* vs. *Pennsylvania*, 134 U. S. 232; *Jennings* vs. *Coal Ridge Improvement & Coal Co.*, 147 U. S. 147.)"

We also believe it to be now well settled that the differences between par value stock and no-par value stock afford a reasonable and proper basis for classification for purposes of taxation.

In *Roberts & Schaeffer Co. vs. Emmerson*, 271 U. S. 50, a statute of Illinois provided:

> "Each corporation for profit * * * organized under the laws of this State or admitted to do business in this State, and required by this Act to make an annual report, shall pay an annual license fee or franchise tax to the Secretary of State of five cents on each one hundred dollars of the proportion of its capital stock, authorized by its charter in the office of the Secretary of State, represented by business transacted and property located in this State.
>
> "In the event that the corporation has stock of no-par value, its shares, for the purpose of fixing such fee, shall be considered to be of the par value of $100 per share."

The Court, upholding the statute in a case involving a domestic corporation, said:

> "It is argued that the tax imposed is a tax at a flat rate per share on no-par value stock, regardless of its value, so that different corporations are taxed at different amounts although their no-par stock was issued for the same total amount of capital; and that the tax is based upon an unreasonable and discriminatory classification in which no-par value stock is placed in one class and taxed at an arbitrary valuation of $100 per share, while par value stock is placed in another class and taxed at the value at which it is authorized to be issued. Both arguments leave out of account the

nature of the tax and the essential differences between the two classes of stock."

* * * * * * * *

"These differences, both in the legal incidents and in the practical uses of the two classes of stock, not only are a basis for classification of them for purposes of taxation, but make unavoidable certain differences in the method of assessing this tax. Authorized capital stock cannot well be used as the measure of a tax unless some arbitrary value is assigned to the no-par shares; for they may be issued from time to time at varying prices, and until issued, they cannot have any value. To require the stock to be issued at a value fixed in advance of its issue, and to make that value the basis of the tax, would in effect abolish no-par stock. Because of the essential differences between the two kinds of stock, it is difficult to conceive of any other method of assessing the tax which would save the character of no-par value stock and not result in similar inequalities.

"The inequalities complained of result from a classification which, being founded upon real differences, is not unreasonable, and the discrimination which results from it is not arbitrary or prohibited by the Fourteenth Amendment. It is enough that the classification is reasonably founded upon or related to some permissible policy of taxation. *Watson* vs. *State Comptroller*, 254 U. S. 122; *Pacific Express Co.* vs. *Seiber*, 142 U. S. 339; *American Sugar Refining Co.* vs. *Louisiana*, 179 U. S. 89; *Clement National Bank* vs. *Vermont*, 231 U. S. 120, 135-7."

While the tax under consideration in the last cited case was upon a domestic corporation, the reasoning of the opinion applies with equal force

to taxes imposed upon foreign corporations. Whether the essential differences between par value and no-par value stock furnish a reasonable basis for classification, as the Court has held that they do, is and can be in no way affected by the question whether the corporation is a domestic or a foreign corporation. If the basis of classification is a proper one for taxation of domestic corporations, it is of necessity a proper basis for the taxation of all corporations which the State has power to tax. Any other construction would discriminate against the domestic corporation whose no-par value stock is taxed at the flat rate. Surely no reason exists for such preferential treatment of foreign corporations. And if it is a reasonable basis for classification of domestic corporations as between themselves, it must follow that it is a reasonable basis for classification of foreign corporations as between themselves.

In *Quaker City Cab Co.* vs. *Commonwealth of Pennsylvania*, — U. S. —, 72 L. ed. —, Adv. Sh. No. 14, p. 607, Mr. Justice Butler, in the prevailing opinion, stated the measure of protection which a foreign corporation may demand under the equality clause as follows:

> "The equal protection clause extends to foreign corporations within the jurisdiction of the State and safeguards to them protection of laws applied equally to all in the same situation. Plaintiff in error is entitled in Pennsylvania to the same protection of equal laws that natural persons within its jurisdiction have a right to demand under like circumstances. *Kentucky* vs. *Paramount Exch.*, 262 U. S. 540, 550. The equal protection clause does not detract from the right of the State justly to exert its taxing

> power or prevent it from adjusting its legislation to differences in situation or forbid classification in that connection, 'but it does require that the classification be not arbitrary but based on a real and substantial difference having a reasonable relation to the subject of the particular legislation.' *Power Co.* vs. *Saunders*, 274 U. S. 490, 493."

The State is quite willing to grant to foreign corporations entire equality with corporations of its own creation but it denies that it may be compelled under the equal protection clause to go further and grant them special consideration. Yet that is the necessary result of the holding below that the differences between par value and no-par value shares afford a reasonable basis for the classification of domestic corporations but not for the classification of foreign corporations.

The learned judge who wrote the opinion below has pointed out how the statute might result in the unequal taxation of foreign corporations. We think that that is a possibility which always exists in taxing statutes where resort is made to classification. It is the result now under the other provision of this section which bases the tax upon the par value of the shares. Under this provision, a corporation whose stock is worth but a dollar a share pays the same tax as one whose stock is worth one hundred dollars a share if the par value of the shares be the same (*People ex rel. Elliott-Fisher Co.* vs. *Sohmer, supra*). The reason for this is that the tax is not one upon property but is an excise or privilege tax. The possibility of unequal taxation was in the minds of the Supreme Court when it rendered its decision in *Roberts & Schaef-*

fee Co. vs. *Emmerson, supra,* yet it unhesitatingly found that the classification was founded upon real differences, was not unreasonable, and that the discrimination was not arbitrary or prohibited by the Fourteenth Amendment.

The learned presiding justice of the Court below based his opinion largely upon the decision of that Court in *Terminal & Town Taxi Corp.* vs. *Walsh, supra,* and two of the three associate justices who concurred in the opinion did so solely because of the decision in that case. The decision in the *Terminal & Town Taxi Corp.* case, which was rendered in 1922, in so far as it dealt with the license fee on corporations issuing stock without par value, has been rendered obsolete by the amendment of 1924, establishing a flat rate per share upon such corporations. There was also involved in that case, however, the question of a minimum franchise tax imposed upon the corporation under the provisions of Section 214 of the Tax Law. That section contained a clause to the effect that for the purposes of the assessment shares without par value should be deemed to have a face value of $100 each. The opinion, citing *People ex rel. Farrington* vs. *Mensching,* 187 N. Y. 8, as authority, held such provision discriminatory and void. We do not contend that, so far as this question is concerned, there is any distinction to be made between a statute fixing a flat rate per share and one providing that shares shall be deemed to have a face value of $100. The case is, however, to be distinguished in that the tax involved was an annual franchise tax and not a license fee. (*Hanover Fire Insurance Company* vs. *Carr, supra.*) Moreover, the decision in that case was rendered before the Supreme Court

of the United States had definitely passed upon the question of constitutionality, at a time when "new rules were in the making" and when "the judgment of a State court could hardly fail in the meantime to be tentative and groping." (*People ex rel. Alpha Portland Cement Co.* vs. *Knapp*, 230 N. Y. 48.) Because of this uncertainty, we accepted the decision at that time without question. Now that the Supreme Court has spoken and has definitely determined that the classification adopted violates no provision of the Federal Constitution, we feel that the decision of that Court construing that Constitution is entitled to be accepted.

We do not understand that the decision of the Court in *People ex rel. Farrington* vs. *Meusching, supra*, is contrary to the views which we have expressed. That was a case arising under the stock transfer tax act, and the Court held that stock of one par value could not be treated equally with stock of another par value, because there was no proper basis for such a classification. In that case there was no reason for any such classification, and we think the case is without application to a case where, as here, there are essential differences between the two kinds of stock, not only affording a basis for, but seeming to require, separate classification.

The State courts of other jurisdictions have had this question before them and have reached the result for which we contend.

In *American Uniform Co.* vs. *Commonwealth*, 129 N. E. 622, a statute of Massachusetts provided that for the purposes of an excise tax in the nature of a license fee stock without par value should be considered as having a par

value of $100. In what we consider to be an extremely well considered opinion by Chief Judge Rugg of the Supreme Court of that State, unanimously concurred in, the Court held that the statute violated neither the equality clause nor the due process clause of the Federal Constitution. The decision is so directly in point that we deem it not out of place to quote extensively from the opinion:

> "Under the Federal and State Constitutions the transaction of local business within this commonwealth by foreign corporations is a privilege which may be granted or denied by the commonwealth. If the sovereignty confers the gift, it may fix its own terms, provided they are not contrary to the Constitution. A fixed excise of $2,000 doubtless might be charged each foreign corporation for the privilege of doing here a local business without violating any right guaranteed by the Constitution of the United States. That is the maximum amount of the excise under any circumstances, no matter how large may be the capital. The excise simply is measured by the par value of the shares up to that fixed maximum. Before the enactment of St. 1918, c. 235, as well as since, the actual value or the market value of the shares has been of no consequence whatever. Two foreign corporations, each of the same amount of capital stock at par, one on the verge of bankruptcy and its stock valueless both in truth and on the market, and the other highly prosperous and its stock both in truth and on the market worth double its par value, would pay the same excise under the law. The reason for this is that the tax is an excise and not a property tax. It stands on the same footing in this respect in principle as most license taxes. Before the enactment of St. 1918, c. 235, the foreign

corporation excise law made no express provision touching those corporations which had issued capital stock without par value. Doubtless it became necessary to make some provision for the excise to be exacted of this class of foreign corporations. It was a practical legislative question how to deal with a somewhat perplexing problem. It would have been unfair to other corporations the actual value of whose stock is less than par, to establish the actual value of the stock of this class of corporations as the measure of the excise. Moreover, to pursue that course would have similitude to a property tax rather than an excise. It would be open to attack on the constitutional ground that it was an attempt to tax property outside the State, a ground held fatal in *International Paper Co.* vs. *United States*, 246 U. S. 135, 38 Sup. Ct. 292, 62 L. Ed. 624, Ann. Cas. 1918C, 617. It is common knowledge that the par value of the shares of very many business corporations is $100 each. It well may be that the general court had definite knowledge as to facts in this particular. At any rate it was its duty to adopt some measure for the excise to be charged against such corporations, reasonably fair to them as compared with the excise levied on other foreign corporations. Excise upon corporations have been measured in a great variety of ways. *Worcester* vs. *Board of Tax Appeal*, 184 Mass. 460, 69 N. E. 330; *A. J. Tower* vs. *Commonwealth*, 223 Mass. 371, 111 N. E. 966; *Farr Alpaca Co.* vs. *Commonwealth*, 212 Mass. 156, 98 N. E. 1078; *Pratt* vs. *Street Commissioner of Boston*, 139 Mass. 559, 2 N. E. 675. Excises must be reasonable. They cannot be unjustly discriminatory, arbitrary, whimsical or irrational. They cannot be plainly unequal, grossly oppressive or contrary to common rights. *Minot* vs. *Winthrop*, 162 Mass. 113, 122, 38

N. E. 512, 36 L. R. A. 350; *Opinion of Justices*, 165 Mass. 607, 34 N. E. 480. Corporations with capital stock of a par value afford an easy measure for the computation of the excise. There is no such ready at hand measure for the computation of the excise upon corporations having capital stock without par value. Some excise must be exacted from them in fairness to other foreign corporations. The latter would have just ground for complaint if they were exempted altogether. It cannot be deemed oppressive to enact a general rule as to all such corporations that the excise shall be measured by the par value which most frequently prevails in corporations whose stock has a par value. The maximum which can be levied in any event is reasonable and is the same for all corporations. Such a rule is founded as nearly as may be upon common experience. It works no disparity between corporations with and those without stock of a par value, but is an approximation to equality between the two. There is nothing in St. 1918, c. 235, violative of any provision of the Constitution of this commonwealth.

"We are of the opinion that there is nothing in the statute here assailed in conflict with the Fourteenth Amendment to the Constitution of the United States." (Here follows the citation from *District of Columbia* vs. *Brooks*, quoted above.)

"The principle thus stated seems to us to govern the case at bar. The present statute is not a property tax and is not regulative of interstate commerce. *Baltic Mining Co.* vs. *Commonwealth of Massachusetts*, 231 U. S. 68, 34 Sup. Ct. 15, 58 L. Ed. 127. It is not discriminatory or unequal in the sense of denying to the petitioner the protection of equal laws. Absolute equality is impos-

> sible even in the operation of laws for the taxation of property. It is even more difficult to arrive at exact uniformity in the operation of excise laws. That is not required by the Constitution. It is enough if they are not unreasonable in the light of all the conditions to which they are likely to apply. The present statute applies evenly to all foreign corporations seeking to avail themselves of the privilege of doing a domestic business within the borders of Massachusetts and having capital stock without par value. Its design is to put the corporations having capital stock without par value as nearly as may be on the same footing touching excises as those having a capital stock with a par value. The petitioner is not singled out as a special object for hostile or discriminating legislation. It is not easy to perceive any more equitable way of dealing with a somewhat puzzling and difficult question than that adopted by the Legislature. In any event we think it cannot be said that this statute is unequal in its operation, or that it deprives the plaintiff of its property without due process of law."

The Supreme Court of Michigan has reached the same result in *Detroit Mortgage Corpn.* vs. *Vaughan*, 178 N. W. 697.

A case differing from the case at bar in that the tax was an annual franchise tax and that the statute provided that shares without par value should be deemed to have a par value of $100 has recently been decided by the Supreme Court of Missouri in *State* vs. *Pierce Petroleum Corpn.*, 2 S. W. (2d) 790. The Court, after a discussion of the decisions of the Supreme Court of the United States in *Roberts & Schaeffer Co.* vs. *Emmerson, supra,* and of the Supreme Court of

Massachusetts in *American Uniform Co. vs. Commonwealth, supra,* said:

> "Under the statute as it now stands the basis or unit of measurement used in determining 'the property actually used in the business' is the par value of the capital stock. With respect to one class of corporation the par value so used is that named in the articles of incorporation; with respect to the other, where no par value is specified in the articles, the usual one of one hundred dollars per share is made the unit. In neither case is par value an accurate measure of the assets of a corporation. The actual value of the shares of a corporation of the first class may be much less than par; while the value of the shares of the one belonging to the second class may be either less than $100, or greatly in excess of that value. But the method provided by the statute is one of convenience and one which the Legislature in its discretion had the right to prescribe.
>
> "In addition to what has been said, the further thought suggests itself that the very act which authorizes a domestic corporation to issue shares of stock without nominal or par value provides that every such share shall be considered the equivalent of a share having a par value of $100 for the purpose of computing the annual franchise tax; in accepting the privilege granted, such a corporation voluntarily assumes the burden imposed. And of course a corporation of another State, desiring to do business in this State, is not entitled to preferential treatment in that respect."

The United States District Court for the District of Delaware has also had this question before it, and in *In the Matter of Thermiodyne Radio Corporation, Bankrupt,* 26 Fed. (2d) 713,

Adv. Sh. No. 5, held this provision to be violative of the equal protection clause. The Court, however, basing its conclusion entirely upon the decision of the Supreme Court in *Air-Way Electric Appliance Corporation* vs. *Day*, 266 U. S. 71, entirely misconceived the purport of that decision. The question in the *Air-Way Case* was whether a State may impose an annual fee or tax on a foreign corporation based on the proportion of the number of shares of *authorized* common stock represented by property owned and used or business transacted in the taxing State. The Court held that the use of *authorized* shares as the base was not permissible, saying (p. 83):

> "The number of shares not subscribed or issued has no relation to the privilege held by plaintiff in Ohio, and it is not a reasonable measure of such a fee. Such shares may never be subscribed or issued, or additional shares may be issued to acquire property or do business in other States or to carry on interstate commerce. Plainly the fee, to the extent that it is based on a number of shares in excess of those outstanding, has no relation to what was paid in for the stock or to its value or to the amount of plaintiff's capital, its property or its business, intrastate in Ohio or interstate."

The New York statute does not base the tax upon authorized shares but upon issued shares. And since the decision in the *Air-Way Case*, the Court has rendered its decision in *Roberts & Schaeffer Co.* vs. *Emmerson, supra.*

The *Thermiodyne Case* is now on appeal to the United States Circuit Court of Appeals for the Third Circuit.

In addition to the authorities which we have already discussed, the relator relied below upon *Southern Railway* vs. *Greene*, 216 U. S. 400; *American Smelting & Refining Co.* vs. *Colorado*, 204 U. S. 103; and *Looney* vs. *Crane Co.*, 245 U. S. 178. We submit that the decisions in those cases are decidedly not in point.

In the first two of those cases it was held that under the equal protection clause of the Federal Constitution, a State may not arbitrarily impose upon foreign corporations which have lawfully come into the taxing state and there acquired property of a fixed and permanent nature, franchise taxes which are out of proportion to taxes which domestic corporations of the same character are required to pay for the like privilege. As we have pointed out, the tax imposed upon foreign corporations by the statute under consideration is not out of proportion to taxes exacted of domestic corporations and in no way discriminates against the foreign corporations. Moreover, the taxes involved were annual franchise taxes rather than license fees.

In *Looney* vs. *Crane Co.*, it was held that, under the commerce clause of the Federal Constitution, a State may not impose on a foreign corporation a license fee or franchise tax based on the entire capital and surplus of the corporation. The statute under consideration does not impose a tax or fee based on the capital or surplus of the corporation but only on so much of the corporation's capital stock as is actually employed within the State of New York.

The plan of taxing foreign corporations upon the basis of the par value of their stock employed in this State in a manner substantially equivalent to the imposition of the organization

tax upon domestic corporations has been in effect in this State since 1906. Until the comparatively recent practice of issuing stock without par value came into vogue, it was concededly a fair and constitutional method of placing foreign corporations upon a parity with domestic corporations (*People ex rel. Elliott-Fisher Co. vs. Sohmer, supra*). With the advent of no-par stock, a new condition arose; as to that class of stock the statute afforded no base for the computation of the tax. The Legislature was confronted with the alternative of discarding the plan which had been in successful operation for years or of placing no-par stock in a class by itself. Some classification was necessary if the plan was to be saved. Confronted with this necessity, can we say that the classification which was adopted was arbitrary, unreasonable or founded upon differences which are not real?

As we interpret the decision below, corporations issuing par value shares are still to be taxed upon the basis of such par value, and only corporations issuing no-par shares are to be taxed upon the basis of the actual value of their assets. Is this equality? May not the same or even greater inequalities than those described in the opinion below result? Suppose the case of two foreign corporations, each employing capital in this State of say $100,000, one having issued par value stock, assignable to New York business, of $1,000,000 and the other having stock without par value. Obviously, the corporation with par value shares would pay a tax ten times as great as the no-par corporation. If it be said that this results from the classification and is inequality between the two classes rather than inequality within a class, we refer

again to the possible results from the use of par value instead of actual value as the base in the case of the class of corporations issuing par value shares. Some inequality is bound to result in any classification. We think that the test is not whether inequalities are possible or do in fact exist in any given case, but whether the classification is reasonably founded upon or related to some permissible policy of taxation, and, being an excise tax, it need not depend upon any principle of valuation (*People ex rel. Hatch vs. Beardon, supra*).

POINT III

The order of the Appellate Division should be reversed, with costs, and the determination of the State Tax Commission confirmed, with costs.

ALBERT OTTINGER,
Attorney General,
Attorney for Appellants.

WENDELL P. BROWN,
HENRY S. MANLEY,
Of Counsel.

IN THE

COURT OF APPEALS

OF THE

STATE OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK, ex rel., D. W. GRIFFITH, INC.,

Relator-Respondents,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission,

Respondents-Appellants.

RECORD ON APPEAL TO COURT OF APPEALS

ALBERT OTTINGER,
Attorney-General,
Attorney for Appellants,
Capitol, Albany, N. Y.

ALBERT H. T. BANZHAF,
Attorney for Respondents,
130 West 42d Street,
New York City.

E. CROSBY KINDLEBERGER,
Of Counsel

ALBANY
J. B. LYON COMPANY, PRINTERS
1928

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IN THE

COURT OF APPEALS

OF THE

STATE OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK, *ex rel.* H. W. GRIEVEN, INC.,

Relator-Respondents,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission,

Respondents-Appellants.

2

STATEMENT

This proceeding was commenced on February 14, 1928, by the appearance of the respondents herein waiving notice of application for certiorari order and consenting to the granting thereof. On February 18, 1928, an order allowing the issuance of such certiorari order was made by Hon. Pierce H. Russell, at a Special Term, Third Judicial District, at Troy, N. Y., and on the same day a certiorari order herein was issued by the Hon. Pierce H. Russell. Return was made by the respondents on March 17, 1928.

3

On June 22, 1928, the Appellate Division of the Supreme Court, Third Department, annulled the determination of the State Tax Commission with an opinion by Chief Justices Van Kirk, in which Hasbrouck, Hill and Whitmyer, J. J. concurred and from which Davis, J., dissented.

The relator-respondent appears by Albert H. T. Hanzhat, Esq., 130 West 42nd Street, New York City (E. Crosby Kindleberger, of counsel, 31 Nassau Street, New York City) and the appellants by Albert Ottinger, Attorney General.

Petition for Order of Certiorari

NEW YORK SUPREME COURT,

ALBANY COUNTY.

In the Matter of the Application of

D. W. GRIFFITH, INCORPORATED, for a Certiorari Order to MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission.

To the Supreme Court of the State of New York:

The petition of D. W. Griffith, Incorporated, respectfully shows:

FIRST. That Michael F. Loughman, John J. Merrill and Mark Graves constitute the State Tax Commission.

SECOND. That your petitioner is a corporation duly organized and existing under the laws of the State of Maryland, having been organized in that State on June 30, 1920, with a total authorized capital consisting of 500,000 shares of stock of no stated par value, and was and is engaged in interstate commerce, to wit, the business of producing, distributing and selling, both in New York State and elsewhere, and exhibiting throughout the various States of the United States of America, motion pictures.

THIRD. That your petitioner on or about the 6th day of July, 1920, duly filed an application with the Secretary of State of the State of New York for permission to carry on its business in the State of New York, and on the same day duly notified the State Tax Commission that it had made due application to the Secretary of State for a certificate of authority to do business in the State of New York. On July 9th, 1920, the Secretary of State of the State of New York issued to the petitioner a certificate of authority to do business in the State of New York, such certificate reciting that the corporation 8

> "has complied with all the requirements of law authorizing it to do business in this State."

FOURTH. That Article IX, Section 181, of the New York State Tax Law, as it existed in July 1920, provided that foreign corporations like your petitioner should pay a license fee of one-eighth of one per cent.

> "for the privilege of exercising its corporate franchises or carrying on its business in such corporate or organized capacity in this State, 9
> to be computed upon the basis of the capital stock employed by it within this State during the first year of carrying on its business in this State."

It was also provided in and by said statute that no action should be maintained by any such foreign corporation after thirteen months from the time of beginning business within the State of New York, without obtaining a receipt of the Comptroller for the payment of the license fee

"upon the capital stock employed by it within this State during the first year of carrying on its business in this State."

Nothing was stated in the statute about no par stock.

FIFTH. That during the year beginning July 1, 1920, there were issued by your petitioner two classes of its stock, from which the following sums had been received:

11

Class "B" 375,000 shares at $5.86⅔ a share	$2,199,975.00
Class "A" 100,000 shares at $8.50 a share	850,000.00
Class "A" 21,693 shares at $10.75 a share	233,199.75
Total	$3,283,174.75

Valuing this capital at the rate provided by Section 181 of the Tax Law of the State of New York in force throughout the year 1920, and up to and including May 11, 1921, this petitioner was liable to pay a license fee of approximately $3,980.85.

12

SIXTH. This petitioner accepted the offer of the State of New York to permit it to carry on business within the State of New York, on payment of the license fee under said statute then exising of $3980.85, and thereby the State of New York duly contracted and agreed to permit petitioner to carry on business within the State of New York on payment of said amount of license fee.

SEVENTH. That thereafter by Chapter 705 of the Laws of 1921, which took effect on May 12, 1921,

Section 181 of the Tax Law of New York State was amended by adding the following words to the statute,

> "The issued capital stock of any corporation without designated monetary value, shall pay for the use of the State a license fee of six cents on each such share employed in this State as hereinbefore provided."

This Act was not stated to be retroactive.

EIGHTH. That in compliance with Section 181 of the Tax Law, and pursuant to the demand and requirement of the Tax Commission of the State of New York, your petitioner duly filed with the said State Tax Commission in the year 1921, after May 12, 1921, a written report showing among other things the total number of shares authorized; total number of shares sold during the year; amount received therefor; total assets of your petitioner located within the State of New York; total assets located outside of the State of New York, and other information required to be set forth therein; and subsequently your petitioner having issued additional shares of capital stock, filed a supplemental report setting forth the information required therein and filed the same with the State Tax Commission.

NINTH. That thereafter the State Tax Commission audited and stated an account for license fee or tax under Article IX, Section 181, of the Tax Law, for the privilege of the petitioner to do business in the State of New York, at the sum of $29,491.86, which purported to be a tax of six cents

per share on the number of shares of the stock of your petitioner, i. e., 491,534 shares of no par value stock of petitioner determined by the State Tax Commission to be employed within the State of New York; such audit being at the rate fixed by Section 184 of the Tax Law, as amended by Chapter 705 of the Laws of 1924.

TENTH. That thereafter and on or about the 21st day of September, 1925, your petitioner made application to the State Tax Commission, under
17 the provisions of Section 198 of the State Tax Law, for a revision and readjustment of the tax assessed against your petitioner, a copy of which is annexed hereto as Exhibit "A".

ELEVENTH. That pursuant to said application the State Tax Commission granted a hearing thereon, and hearings were had on December 18, 1923, and on February 9, 1926, the latter being before the Hon. John J. Merrill, one of the State Tax Commissioners, and Hon. N. W. Canfield, Deputy Commissioner, testimony taken, evidence submitted thereat, and reduced to writing.

18

TWELFTH. That thereafter the said State Tax Commission made its determination, dated January 16, 1928, affirming in all respects said original assessment of tax in the sum of $29,491.86. A copy of said determination is hereto attached, made a part hereof and marked Exhibit "B". Said determination was served upon your petitioner on January 18, 1928.

THIRTEENTH. Your petitioner further shows that the assessment of said license fee or tax, and

determination by the said State Tax Commission, as hereinabove set forth, is illegal, erroneous by reason of overvaluation, unconstitutional and void, for the following reasons:

1. That the State Tax Commission should have fixed the license fee under the provisions of Section 181 of the Tax Law in force on July 9, 1920, when your petitioner, a foreign corporation, obtained authority to do business within the State of New York; that statute as then in force measuring the license fee lawfully imposable. 20

2. That the State Tax Commission in construing the amendment to Section 181 of the Tax Law, passed May 12, 1921, to be retroactive and applicable to this petitioner, made an illegal and erroneous determination.

3. That the imposing of a license fee based not on the portion of the capital of the petitioner, a foreign corporation, employed in New York State but upon a wholly arbitrary figure of six cents upon each share of petitioner's no par stock, determined by the State Tax Commission to be employed in 21 New York State, was in violation of the Constitution of the United States, XIV Amendment, in denying to your petitioner equal protection of the laws, and also in violation of the said XIV Amendment of the Constitution of the United States in depriving it of its property without due process of law, and in violation of Article I, Section 10, of said Constitution of the United States, in illegally imposing an improper burden upon interstate commerce.

4. That the arbitrary imposition of a so-called license fee of six cents on each share of no-par stock of the petitioner, irrespective of the amount of its capital employed in business in the State of New York, was an unequal tax, and illegally discriminated against your petitioner and other corporations having no-par stock, in favor of foreign corporations doing business in New York whose stock is of named value, in violation of the XIV Amendment of the Constitution of the United States prohibiting any State from denying equal protection
23 of the law.

5. That the arbitrary fixation of a license fee of six cents for each share of the no-par stock of the petitioner, a foreign corporation, is unconstitutional, illegal and void, in attempting to tax a foreign corporation upon its number of shares of no-par capital stock, instead of upon its capital and assets employed in the State of New York, as is done with respect to foreign corporations having a named par value, all in violation of the XIV Amendment of the Constitution of the United States forbidding a State from depriving a person or cor-
24 poration of its property without due process of law.

FOURTEENTH. Your petitioner will deposit with the State Tax Commission before the presentation of this petition, the amount of license fee determined to be due from this petitioner by the State Tax Commission as aforesaid, to wit: $29,491.86 and interest, and is filing with the State Tax Commission a duly executed undertaking by the United States Fidelity and Guaranty Company, a surety company duly authorized to do business in the

State of New York, conditioned that if the order should be dismissed, or the determination of the Commission affirmed, the petitioner would pay all costs and charges which might accrue against it, or in the prosecution of the certiorari order, including costs of all appeals.

WHEREFORE, your petitioner prays that an order of certiorari may be ordered to be issued out of this Court directed to the said Michael F. Loughman, John J. Merrill and Mark Graves, constituting the said State Tax Commission, commanding them to 26
certify and return to this Court, within twenty days from the date of said certiorari order, in the office of the Clerk of the County of Albany, in the City of Albany, and within the like time to serve a copy thereof on the attorney for the petitioner herein.

1. All and singular the proceedings had by the said State Tax Commission relating to the assessment and determination of the said license fee or tax assessed against your petitioner by the State Tax Commission, under the provisions of Section 181 of the Tax Law of the State of New York, and 27
specifically, whether said fixation of said license fee was made under Section 181 as it existed prior to or subsequent to May 12, 1921, when Chapter 705 of the Laws of 1921 took effect;

2. All and singular the papers, affidavits, evidence submitted by your petitioner and filed with the State Tax Commission, and any other papers, affidavits, evidence, data, writings, memoranda and information, if any, before the State Tax Commission, and the substance of any oral reports or in-

formation made to or considered by said State Tax Commission, and upon which it arrived at its determination as to the said license fee or tax, and as to the attempted revision and resettlement of the same requested by your petitioner;

To the end that the said license fee and the determination as to the amount thereof, and the refusal to revise the same, and all action of the State Tax Commission thereon, may be reviewed both as to the law and the fact, and if found to be erroneous or illegal in any respect hereinbefore set forth, 29 or otherwise, may be revised, corrected and restated by the Supreme Court of the State of New York, as provided by Section 199 and 200 of the Tax Law of the State of New York; and that your petitioner may have such other and further relief as may be just and proper in the premises.

No previous application for this or any similar relief has been made to this or any other Court.

Dated, New York, February 14th, 1928.

D. W. GRIFFITH, INCORPORATED,

30 By ALBERT H. T. BANZHAF, Sec.,
Petitioner.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

Albert H. T. Banzhaf, being duly sworn, deposes and says: That he is an officer, to wit, the Secretary of D. W. Griffith, Incorporated, the petitioner named in the foregoing petition; that he has read

the same and the same is true to the best of deponent's knowledge and belief. That deponent, as Secretary of the petitioner herein, had charge of the various proceedings heretofore had for the fixation of the license fee, to enable the petitioner, a Maryland corporation, to do business in the State of New York.

ALBERT H. T. BANZHAF.

Sworn to before me, this 14th day of February, 1928. } 32

CHAS. H. WENDT,
Notary Public.
N. Y. Co. No. 165
New York Co. Register's No. 9559
Queens Co. Clerk's No. 2685, Register's No. 5360
Certificate Filed, Richmond Co.
Commission Expires, March 30, 1929

Exhibit "A".

33

Is the same as Exhibit 3 annexed to the return and is therefore not reprinted.

Exhibit "B".

Is the same as Exhibit 5 annexed to the return and is therefore not reprinted.

34

Appearance, Waiver and Consent.

The respondent named in the foregoing petition hereby appears in this proceeding by Albert Ottinger, Attorney General, and hereby admits service of a copy thereof, waives notice of application for certiorari order therein sought, and consents to the granting thereof at the next Special Term of the Supreme Court to be held on February 18th, 1928.

Dated, Albany, N. Y., February 15, 1928.

35

ALBERT OTTINGER,
Attorney General for Defendant.

36

Order for Certiorari.

37

At a Special Term of the Supreme Court, State of New York, held in and for the Third Judicial District, at Troy, N. Y., on the 18th day of February, 1928.

Present,

HON. PIERCE H. RUSSELL,
Justice.

38

In the Matter of the Application

of

D. W. GRIFFITH, INCORPORATED, for Certiorari Order to Michael F. Loughman, John J. Merrill and Mark Graves, constituting the State Tax Commission.

On the reading and filing the petition of D. W. GRIFFITH, INCORPORATED, dated February 14, 1928, and the waiver of the Attorney General thereto 39
annexed, and upon proof of the depositing with the State Tax Commission of the amount of the license fee as fixed by said State Tax Commission, with interest, in all $29,639.32, and of the undertaking, duly approved, as required by Section 200 of the Tax Law of the State of New York,

NOW, on motion of ALBERT H. T. BANZHAF, attorney for the petitioner, and on the consent of ALBERT OTTINGER, Attorney General of the State of New York, it is

40 *Order for Certiorari*

ORDERED, that a certiorari order issue out of and under the seal of this Court, directed to Michael F. Loughman, John J. Merrill and Mark Graves, constituting the State Tax Commission, and returnable at the office of the Clerk of the Supreme Court in and for the County of Albany, within twenty days after the service of a copy thereof to review the determination of the said State Tax Commission referred to in the petition hereto annexed.

41 Enter in Albany County,

PIERCE H. RUSSELL,
Justice of the Supreme Court.

42

Order of Certiorari.

43

SUPREME COURT,

ALBANY COUNTY.

PEOPLE OF THE STATE OF NEW YORK in relation of D. W. Griffith, Incorporated,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission.

44

WHEREAS, we have been informed by the petition of D. W. Griffith, Incorporated, dated February 14, 1928, that on or about the 25th day of April, 1923, the above named State Tax Commission of the State of New York did adjust an account for license fee or tax under the provisions of Section 181 of the Tax Law of the State of New York, in the sum of $29,491.86; that said petitioner thereafter filed an application for a revision of said account, and that hearings were had thereon, and that thereafter on the 16th day of January, 1928, said Tax Commission rendered its decision on said application affirming said amount, and determining that the computation of license fee or tax therein stated was correct; and

45

WHEREAS, it is alleged by the petitioner that in said determination an injustice has been done to said petitioner, and that said determination is er-

conceus, incorrect and illegal, and in violation of the Constitution of the United States; and we are willing to consider the proceedings in the premises,

WE COMMAND YOU to certify and return to the office of the Clerk of the Supreme Court, in and for the County of Albany, within twenty days after the service of this writ upon you, all your proceedings and actions in the premises, and all the accounts, affidavits and evidence submitted to you and which were before you of and concerning the said account
47 for license fee or tax imposed against D. W. Griffith, Incorporated, under the provisions of Section 181 of the Tax Law of the State of New York, including the substance of all oral communications received and acted upon by said Tax Commission concerning the said account for license fee, or the application for revision thereof, and your decision and determination, in order that the same may be revised and corrected by this Court according to law, and within like time serve a copy of all of said papers on the attorney for the petitioner herein.

WITNESS, Hon. Pierce H. Russell, Justice of the
48 Supreme Court at Troy, New York, on the 18th day of February, 1928.

STANTON P. HULL,
Clerk.

The foregoing order is hereby allowed this 18th day of February, 1928.

PIERCE H. RUSSELL,
Justice of the Supreme Court.

Return.

49

SUPREME COURT,

ALBANY COUNTY.

PEOPLE OF THE STATE OF NEW YORK in relation of D. W. GRIFFITH, Incorporated,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission.

50

The State Tax Commission of the State of New York, composed of the State Tax Commissioners Michael F. Loughman, John J. Merrill and Mark Graves, obedient to the command of the order of certiorari issued out of this court on the 18th day of February, 1928, a copy of which is hereto annexed, hereby certifies and returns to this court the accounts and all the evidence taken before it on the application of D. W. Griffith, Incorporated, for a 51
revision, resettlement and readjustment of its account for license fee under Section 181 of the Tax Law, and all the papers and proofs upon the original statement of said account and all the proceedings thereon, documents, reports and other records submitted to or considered by the State Tax Commission, together with its action in the premises, to wit:

(I) Formal report of the relator corporation made to the State Tax Commission on or about

the 30th day of June, 1922, under and in pursuance of the provisions of Article 9-a of the Tax Law.

(II) Notice of assessment of license fee under Section 181 of the Tax Law, mailed to the relator corporation by the State Tax Commission on or about the 25th day of April, 1923.

(III) Application of the relator corporation to the State Tax Commission for a revision and readjustment of its account for said license
53 fee, filed with the State Tax Commission on or about the 22nd day of September, 1923.

(IV) Transcript of proceedings had and testimony taken at the office of the State Tax Commission in the City of Albany, N. Y., on the 9th day of February, 1926, upon the application of the relator for a revision and readjustment of the said license fee.

(V) Final determination of the State Tax Commission, forwarded by said commission to the relator corporation on or about the 16th day of January, 1928.

54

The State Tax Commission further denies each and every allegation in the petition for the order of certiorari, the order for certiorari and the order of certiorari herein, except in so far as the same are shown to be true by this return, and the State Tax Commission alleges that the license fee imposed upon the relator herein was justly and legally imposed upon it under the laws of the State of New York.

Return 55

IN WITNESS WHEREOF, the State Tax Commission has hereunto set its hand and seal this 15th day of March, 1928.

STATE TAX COMMISSION,

By

President.

JOHN J. MERRILL,
Commissioner.

MARK GRAVES, 56
Commissioner.

[SEAL.]

57

58 **Exhibit 4.**

Form 3 IT 4-21-22-300,000 (26-3620) Page 1

Franchise Tax on Business Corporations

Every corporation incorporated prior to July 1, 1922, must make this report.

To State Tax Department, Albany, N. Y.

This report is due July 1, 1922, if the corporation made a report of net earnings to the United States Treasury Department before June 1, 1922,
59 or if the corporation completed no fiscal year prior to July 1, 1922.

The report must cover the conditions and the entire net income for the corporation's last fiscal year ending on or before June 30, 1922.

Corporations filing reports with the United States Treasury Department after June 1, 1922, for a fiscal year ending before July 1, 1922, must file this report within thirty days after such filing.

Name of corporation D. W. Griffith, Inc.
(Exact corporate title)

60 Mail address Orienta Point, Mamaroneck, N. Y.

I make the following report of such company for the year ending December 31, 1921, or the fiscal year ending , pursuant to Article 9-A of the Tax Law.

(Date inserted above must be the same as given in the answer to (8) below)

(1) Organized June 30th, 1920, under the Laws of Maryland

Exhibit 1 61

(2) Began business in New York July 1st, 1920

(3) If not incorporated under the laws of New York, has it been legally authorized to do business in New York State? Yes

(4) Authorized capital stock, 125,000 shs. Pfd. A, 375,000 shs. Com. B

(5) Amount of average indebtedness for year, $1,109,187.85

(Exclusive of capital stock) 62

(6) Issued capital stock, June 30, 1922, $1,635,515.12

No. shares common stock..... Par value, $....

No. shares preferred stock..... Par value, $....

No. shares without par value 496,693 amount paid in on all shares, $1,635,515.12

(7) If your fiscal year has been changed since July 1, 1920, how? No change

(8) ENTIRE NET INCOME FOR THE YEAR ENDING DECEMBER 31, 1921, or the FISCAL YEAR (PERIOD) COMMENCING ..... AND ENDING....., as shown by its report to the UNITED STATES TREASURY DEPARTMENT without deduction for excess profit, normal income tax or the $2,000 allowed by the Federal Government as an exemption, Deficit $68,031.48 63

(Note: The above answer must be based on the last report filed with the Federal Government for a period ending between July 1, 1921, and June 30, 1922, inclusive.)

64 *Exhibit 1*

(9) Dividends received from corporations not included in (8) $2,100.00

(10) State amount of interest received, if organized under the laws of New York, from Federal or other obligations included in item (8) None and also state amount not included in (8) None

(10-a) State amount of interest received, if not organized under the laws of New York, from Federal or other obligations included in item (8) None
65 and also state amount not included in item (8) None

(Sub. 1) (Sub. 2)

(10-b) State the amount of interest included in (10-a) received from such obligations held in New York, as regards (sub. 1) None and (sub. 2) None

(11) State amount, if any, deducted in arriving at (8), allowed by the Federal Government for losses sustained in prior years, and amount allowed for each year None For 19..., None For 19..., None For 19..., None For 19..., None

66

(12) If the entire net income as first returned was changed by the Federal Government, state the amount of such entire net income as finally determined for the year ending None 1916, None 1917, None 1918, None 1919, None 1920, None

(If no change made insert the word "None")

(13) If a corporation is not organized under the laws of any state within the United States it should return its entire net income, wherever earned, $....

Exhibit 1

(14) If the amount reported in (5) is inaccurate, state the amount claimed to be correct, $.....

(15) Nature of business and how transacted Production and exhibition of motion pictures

(16) Place, street and number where business is conducted Orienta Point, Mamaroneck, N. Y.

(17) State the city or town, street number and state where the company maintained any permanent store, warehouse, factory or other place of continuous business outside the State of New York during the year. Corporate office, 101 East Fayette St., Baltimore, Md.

(18) Any corporation except one having stock without par value, may omit the segregation of assets on page 2 *only* by signing the following consent:

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income at 4½ per cent, or upon its entire issued capital stock at one mill on the dollar, as provided by law.

Do not sign consent unless taxable by the State of New York on entire income or entire issued capital stock.

.....
.....
(Official title)

70 *Exhibit 4*

(19) Does this corporation own a majority of the stock of another or other corporations No
If so, give name of each and amount held.

(20) Is a majority of the stock of this corporation owned by another corporation? No If so, by what other?

THIS REPORT MUST BE SWORN TO ON PAGE FOUR.

71 ALL QUESTIONS ON THIS PAGE MUST BE ANSWERED.

THE NOTES ON PAGE THREE SHOULD BE READ CAREFULLY

MUST BE ANSWERED Page 2

(21) Did this corporation file a consolidated report with the United States Treasury Department? No

(21-a) If so, state amount of consolidated net
72 income, $.....

(22) Were its income and assets included in the consolidated report of another corporation? No
If so, name of corporation reporting the consolidated net income.....
and amount of net income so reported, $.....

(23) Give the names and net income or loss attributable to each corporation, including the re-

73

porting corporation, included in the consolidated report, and specify whether gain or loss.....
$..... $..... $.....

(34) Has this corporation since January 1, 1917, either directly or indirectly, acquired by merger, consolidation or purchase, the major part of the assets or the franchise of any other corporation or corporations? No

If so, give name of each corporation and date of acquisition 74

SEGREGATION OF ASSETS

Note: The following segregations MUST be made by all corporations having stock without par value.

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

(a) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within and without this state..... $ 58,737.22 75

(b) Average total monthly value for the fiscal or calendar year of bills and accounts receivable arising from the purchase, or sale of, or trading in, personal property, or from services performed by the

76 *Exhibit 1*

	corporation, its officers or agents, excluding those arising in any way from advances or loans.....	$
	§Average monthly value of all its real property wherever located (actual value).....	$ 672,913.13
	§Average monthly value of all its tangible personal property wherever located (actual value)	$2,033,569.16
77	§Average total *actual* value of shares of stocks of other corporations owned by this corporation (notes, bonds, cash and evidences of debt must not be included)...	$ 30,000.00
	Total	$2,795,219.50

ADDITIONAL INFORMATION

To be used to determine fees under §181 of Tax Law and one mill tax.

78	(1) Average monthly bank and cash balance during the year.....	$ 126,548.11
	(2) Average value of bills and accounts receivable during the year arising from advances or loans and not included above.....	$
	(3) Average value of bonds, loans on call and other financial securities wherever held, used or employed during the year (not including shares of stock).....	$

Exhibit 1 79

ASSETS SEGREGATED TO NEW YORK STATE ONLY

(a) Average monthly value of bills and accounts receivable arising from personal property sold by the corporation from merchandise manufactured by it within this State	$ 58,737.22	
(b) Average monthly value of bills and accounts receivable arising from personal property owned by the corporation and not manufactured by it within this State but sold by it or its agents and located within the State at the time of the receipt of the order	$	80
(c) Average monthly value of bills and accounts receivable arising from the purchase or sale of, or trading in, goods, wares or merchandise not located at any place at which the corporation conducted a permanent or continuous business without the State and where the bills and accounts receivable arose from orders received or accepted by any officer or agent, or at any place of business, in this State	$	81
(d) Average monthly value of bills and accounts receivable arising from services performed by any officer, agent or representative of the corporation connected with,		

82 *Exhibit 4*

sent from, or reporting, either directly or indirectly, to any officer located in this State or at any office located, owned, rented or occupied in this State. $	
§Average monthly value of its real property within this State as detailed in this report (actual value)	$ 672,915.13
§Average monthly value of its tangible personal property in New York State as detailed in this report (actual value)	$2,033,569.16
§Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below	$ 10,000.00
Total	$2,775,219.50

83

ADDITIONAL INFORMATION

To be used to determine fees under §181 of Tax Law and one mill tax.

84

(1) Average monthly bank and cash balance in New York State during the year	$ 116,183.92
(2) *Average value of all bills and accounts receivable in New York State during the year.....	$
(3) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year (not including shares of stock)	$

¶ All bills and accounts receivable due for goods located in New York State at the time of sale or receivable by the corporation at an office within New York State and not already included in (a), (b), (c) and (d), in assets segregated to New York State, must be included in this item.

§ Real property and tangible personal property shall be taken at its actual value where located.

§ The value of shares of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock. 86

Note.—If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States. 87

		High	Low
Average price at which this corporation's stocks sold during the year	Common	...	...
	Preferred ...	...	...
	No par.....	$15	$7

85 *Exhibit 1*

How many shares of the corporation's stock were transferred on its books during the period covered by this report?

Page 3

DISTRIBUTION SCHEDULE (Must be completed)
City or town Mamaroneck
Incorporated village.....
County Westchester

89 If the company's entire tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel.

PENALTIES

Any OFFICER making a fraudulent report becomes personally liable to a FINE OF $1000.

The Law provides a PENALTY of not more than $5,000 for neglect or refusal to file this report.

90 FOR FAILING, THROUGH NEGLIGENCE, TO PAY TAX WHEN DUE:

Ten per cent of the tax due and unpaid plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

INFORMATION

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean.

Exhibit 4 91

In making report every space must be used except where the blank states that the spaces are not to be filled. Wherever no figures are to be inserted the word "none" should be inserted.

If there is no net income to be returned in answer to paragraph (8) insert the word "deficit" and state the amount thereof.

ALL CORPORATIONS MUST MAKE THIS REPORT EXCEPT THE FOLLOWING:

(1) Real estate corporations wholly engaged in the purchase and sale of and holding title to real estate for themselves (this does not include so-called real estate companies having leasehold interests only, or real estate agents or brokers). 92

(2) Corporations whose sole business consists of holding stocks of other corporations for the purpose of controlling the management and affairs of such other corporations, except such as are specifically subject to report under the provisions of subdivision nine of section two hundred and eleven of the tax law.

93

(3) Transportation, transmission heating, lighting and power corporations, insurance companies, banks, savings banks, trust companies and other corporations taxable under Sections 184 to 189 of the tax law, inclusive.

94 *Exhibit 4*

When Affidavit Should Be Furnished

(1) Any corporation which prior to July 1, 1922 has not issued any capital stock and has not acquired any assets may file an affidavit on form 10 in lieu of this report.

(2) Any corporation which has disposed of all its assets and actually abandoned its charter must file an affidavit on form 30.

These affidavits will be supplied upon request.
95 Simply to write "out of business," "never began business," "dead," et cetera, is not a sufficient compliance to relieve from the penal provisions of the statute.

Special Instructions to New Corporations

Corporations incorporated prior to July 1, 1922, which do not file an income tax report with the Federal Government for a period ending prior to July 1, 1922, must make this report showing status of company as of June 30, 1922. Items 8 to 12 in-
96 clusive may be answered by the words "No report made to Federal Goevrnment" and other questions should be answered in accordance with instructions on this blank.

THIS TAX IS DUE AND PAYABLE ON OR BEFORE JANUARY 1, 1923 OR WITHIN 30 DAYS OF BILLING DATE IF BILLED AFTER DECEMBER 3, 1922.

Exhibit 4 97

Page 4

NAMES AND RESIDENCE ADDRESS OF OFFICERS

President D. W. Griffth
Hotel Claridge New York
Salary $200,000 per year

Treasurer J. C. Epping,
240 West 75th St.
Salary, $10,400 per year.

Secretary A. H. T. Banshaf 98
230 W. 42nd St. New York
Salary, $15,000—per year

Vice President A. L. Grey,
New Rochelle N. Y.
Salary, $25,000—per year.

Designation and salary of any other elective officers:

..... $.....

..... $..... 99

..... $.....

..... $.....

100 *Exhibit 4*

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 29th day of June A. D. 1923, personally appeared before me, a Notary Public in and for the County of New York, J. C. Epping, Treasurer, of the above named company who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

101

J. C. Epping,
Treasurer
(*Official title*)

Sworn to before me the day and year aforesaid,
Joaquin W. Buckley
Notary Public
Joaquin W. Buckley
Notary Public

102

New York County No. 385, Register's No. 3198
My Commission Expires March 30, 1928

Exhibit 4 103

FORM 3 IT

FILE WITH

STATE TAX DEPARTMENT (32)

ALBANY, N. Y.

TAXATION OF CORPORATE FRANCHISES UNDER
ARTICLE 9a OF THE TAX LAW

D. W. GRIFFITH INC.
ORIENTA PT.,
MAMARONECK,
N. Y.

REPORT DUE JULY 1, 1922

104

105

106 **Exhibit 9.**

Form 51 C. T. 5-29-24-5000 (26-6119)

NOTICE OF ASSESSMENT AND RECEIPT

STATE TAX DEPARTMENT, ALBANY, N. Y.

FOREIGN LICENSE FEE.
Under §181 of the Tax Law

Uncertified Checks Not Accepted

For license for the privilege of exercising its cor-
107 porate franchise or carrying on business based on amount of Capital Stock or number of shares employed in New York State, per Section 181 of the Tax Law.

Refer to

Date 4/25/23 File No. A 249462

Notice is hereby given that there has been assessed against you the amount set below as a license fee. It is now payable.

Certified Checks, Money Orders or Bank Drafts
108 should be payable to and forwarded to State Tax Commission, Albany, N. Y., with this form

D. W. GRIFFITH INC.,
Orienta Point
Mamaroneck, N. Y.

Exhibit 4 109

This notice must be returned at the time payment is tendered, as when properly signed it becomes a receipt.

Par Value Capital Stock, $.....
Tax 1 1-4 mills .....

Number of Shares, No Par Value
491531 Tax 6c per share 29,491.86
Total

Credit by aggregate payments to and including 110
Balance due

23

This receipt is void if detached. Do not include two or more payments in one check.

STATE OF NEW YORK—STATE TAX DEPARTMENT

Albany, ... 192..

RECEIVED payment for license fee as stated above.

By 111
Assistant Deputy Commissioner

No Charges Are Considered Paid Until Check is Satisfied

113

Exhibit 3.

In the Matter of the Application

of

D. W. Griffith, Inc. for a Revision and Readjustment of the Account Audited and Stated by the New York State Tax Department against the said Corporation for taxes under Section 181 of the Tax Law.

113

To the State Tax Commission,
Albany, N. Y.

The application of D. W. Griffith, Inc. respectfully shows:

First: That it is a stock corporation organized and existing under the laws of the State of Maryland and is engaged in business in the State of New York, and that part of its capital is employed in the State of New York.

114 Second: That said corporation has duly filed written reports with the Tax Department and that said reports showed the entire amount of the capital of said corporation, the total number of shares authorized, the total amount issued, the total assets located in the State of New York, the total assets located outside the State of New York and such other matters required to be stated therein.

Third: That subsequent to the filing of said reports with the Tax Department the said Tax De-

partment audited and stated an account for taxes against the said corporation, dated April 25, 1923, in the sum of $29,491.86, purporting to be a tax of six cents per share on the number of shares employed in the State of New York.

FOURTH: That the number of shares employed in the State of New York, as audited and stated by the said Tax Department, is 491,531.

FIFTH: That such tax and assessment were erroneous, illegal and unconstitutional, both in point 116
of law and of fact, and that said amount included taxes which could not be lawfully demanded or exacted from the said corporation.

WHEREFORE the said corporation prays that the said account so audited and stated be revised, resettled and readjusted by computing such tax on the basis of one-eighth of one per centum upon the capital employed by said corporation in the State of New York.

D. W. GRIFFITH, INC.

By ALBERT H. BANZHAF 117

"SEAL" Secretary (Title)

EDWARD G. ZIMMER
Attorney for the said D. W. Griffith, Inc.,
120 Broadway,
New York City.

Dated September 20, 1923.

118

Exhibit 4.

STATE OF NEW YORK TAX DEPARTMENT

In the Matter of the Application
of
D. W. GRIFFITH, INC., for a revision and readjustment of the license fee assessed against it under Section 181 of Article 9 of the tax law on April 25, 1923, in the
119 amount of $29,491.86.

HEARING held at the office of the State Tax Commission, Albany, N. Y., on the 9th day of February, 1926, at 2 P.M.

PRESENT:

JOHN J. MERRILL, State Tax Commissioner, and N. W. CANFIELD, Deputy State Tax Commissioner.

APPEARANCES:

120 E. G. ZIMMER, Attorney, and A. H. T BANZHAF and RAYMOND A. KLUNE, Witnesses, for D. W. GRIFFITH, INC.

MR. A. H. T. BANZHAF, duly sworn, testified:

By Mr. Zimmer:

Q. Mr. Banzhaf, you are the secretary of D. W. Griffith, Inc.? A. I am.

Q. And have been secretary since its incorporation? A. Yes, 1920.

Q. The corporation was incorporated under the laws of Maryland? A. State of Maryland.

Q. What date? A. I think our charter was filed July 1, 1920 or thereabouts.

Q. And on or about the same time the corporation began business in the State of New York? A. Yes.

Q. What is the capital of the corporation? A. The capital of the corporation consists of 500,000 shares of no par value divided into class "A" and class "B" stock. Class "A" is 125,000 and class "B" is 375,000 shares. Of the class "A" all is not issued. I don't recall the exact amount. 121 odd thousand shares that are issued. 122

Com. Merrill: $1,635,515.12 paid in, was it not?

Mr. Zimmer: I will bring that out. There was some error made on that.

Com. Merrill: Of course, the only thing material here is the number of shares.

123

By Mr. Zimmer:

Q. And the purpose of the corporation or its business was what? A. The Producing of motion pictures.

Q. And that business extends throughout the United States? A. Throughout the United States and the world. That is, the selling extends throughout the United States and the world.

124 *Exhibit 4*

Q. At the end of the first year of doing business in New York, Mr. Banshaf, could you tell us how many shares were issued and outstanding?

Com. Merrill: We don't care whether they were outstanding or not. The question is whether they had been issued or not. That should be as of June 30, 1921, Mr. Zimmer.

A. 120,667 class "A" and 375,000 class "B".

125 Com. Merrill: That is the entire amount?

A. Yes, that is the entire amount.

Q. Now between June 30, 1921 and December 31, 1921, there was a further additional increase in stock issued. Give us, Mr. Banshaf, the total outstanding or issued shares as of December 31, 1921.

A. Would that cover the final issue?

Q. It covers the basis of the franchise tax report.

A. I can give you the total issue.

Q. I will change the question. As of June 30, 1922, give us the total outstanding issued shares.

A. 496,693 Class "A" and Class "B". Class "B",
126 375,000, and the balance Class "A".

Q. Can you tell us the amount received for the 496,693 shares? A. The first issue of the Class "A" shares were sold for $8.50 up to the 100,000 shares. Then the balance of the outstanding Class "A" shares which were sold were sold for $10.75. The Class "B" shares were issued not for cash but for properties of Mr. D. W. Griffith, who at that time owned extensive motion picture properties.

Exhibit 4

Q. Just give us the value for which the stock was issued? A. $2,300,000.

Q. And that would be how much per share? A. 5.56¾ cents per share.

Q. The total amount, then, Mr. Banzhaf, received for the two classes of stock issued up to June 30, 1922, was how much? A. $3,283,199.75.

Mr. H. A. Klune, duly sworn, testified:

138

By Mr. Zimmer:

Q. Mr. Klune, you are auditor of the D. W. Griffith, Inc.? A. I am.

Q. And as such you are familiar with the financial records and audit of the corporation? A. I am.

Q. It appears that the total amount received for 496,693 shares of stock of the corporation is $3,283,199.75. The franchise tax report of the corporation as of June 30, 1922, shows issued capital stock of $1,635,515.12. Can you explain that difference? A. Yes, that was due to the writing down of certain of the corporation assets for financial purposes.

129

Q. It was a valuation placed by the auditors upon the assets as of that date? A. As of that date.

Q. Then, really, the report is in error when it states that was the amount received for the stock? A. Yes, it is in error.

Q. Now, the State franchise tax report, Mr. Klune, also shows the total value of the assets segregated to the State of New York. Can you

give those figures? A. The value of the assets or the capital?

Q. The assets? A. Total assets $2,921,767.61.

Q. And the assets segregated to the State of New York? A. $2,891,465.42.

Q. Just let me bring in one point on which there may be a question raised. Can you give us, Mr. Kiune, the total shares of the Class "A" and Class "B" stock that were issued as of May 12, 1921? A. 375,000 of Class "B" and 191,900 of Class "A" as of May 12, 1921.

131 Q. And according to the amounts received per share would give you how much? A. $8.50 a share for 100,000 shares, and $10.75 a share for 1,900 of the Class "A". Total, $860,425 for the Class "A" stock as of May 12, 1921.

Q. And how much for the Class "B"? A. $2,200,000 for 375,000 shares.

MR. A. H. T. BANZHAF, testified as follows:

132 *By Mr. Zimmer*:

Q. The nature of the business, as you state, is exhibition or production of motion pictures? A. Yes.

Q. Is the production or the making of the motion pictures limited to any particular state or territory? A. No. We make pictures in any territory, depending upon the locale of the story and the atmosphere which we want to associate or bring out in the story.

Q. In the exhibition of the pictures does the title to the pictures remain in the Griffith corporation? A. The title always remains in the D. W. Griffith, Inc., but D. W. Griffith, Inc., does not always distribute the pictures. It does at times when it distributes what is known as the "road show process", but primarily and generally always through the "distributor process" through its other corporations, like the United Artists Corporation.

Q. In other words, a picture being exhibited, say, in Chicago or Boston is paying a rental or royalty or commission to D. W. Griffith, Inc.? A. It pays it either directly or indirectly to the Griffith Corporation. 134

By Com. Merrill:

Q. Mr. Banzhaf, the company began business here July 1, 1920? A. (Mr. Banzhaf) Yes.

Q. Then May 12, 1921, was before the expiration of the first year's business here? A. Yes.

MR. R. A. KLUNE, testified as follows: 135

By Com. Merrill:

Q. Mr. Klune, you said that the assets were marked down for certain financial purposes. Just what did you mean by that? A. Well, for purposes of reducing the value of the assets to that of the predecessor owner.

Q. Why? What difference does it make what value they were to the predecessor owner as far as this company was concerned afterward? A. Well,

for reasons of conservatism we write them down in that manner.

Q. What reason was there for conservatism? A. It was done by direction of the officers of the concern.

Q. I understand that. You made a certain statement, and I want to know what it means. Deliberately you marked these things down. There must have been some reason for it. This is a question of value, not of an officer or an assessing officer. A. At the time they were written down, the value
137 of the property was the final figure after the write-down, and that was the reason for writing it down.

Q. Do you mean to say this, that the assets at the time they were written down were not what they were worth to the company? A. Prior to the writing down. Yes.

Q. Alright. Was there a business to which D. W. Griffith, Inc., became a successor? A. Yes. Mr. D. W. Griffith.

Q. A personal matter, not an incorporated company? A. Exactly.

138

MR. A. H. T BANZHAF testified as follows:

By Com. Merrill:

Q. Mr. Banzhaf, what was the result of the doing of business by this incorporated company from July 1, 1920, to July 1, 1922? Was the net result a loss? A. No, I think the net result in that period was a profit.

Q. Do you know about what the aggregate profit over the two years would be, or would it result in

a loss? A. Over two years I think the aggregate amount was a profit.

Q. That is, the profit for the first six months was $186,503.85, as you have returned it here, and the net loss for the next calendar year was $68,031.48, plus $2400 of dividends received, making the net of $120,872.37, which was substantially earned on the capital stock testified here issued as of May 13, 1921, except for the period between May 13, 1921 and December 31, 1921, was it not? A. I believe that was substantially earned in the rising out of their road shows "Way Down East", and that was 140
during the fall of 1921, I believe.

Q. Now, just keep this in mind, Mr. Banshaf, that in 1920 in six months you earned $186,503, that in the next calendar year you netted a loss of $68,031.48 less $2,400, so it could not have been that you earned it then. Must have earned it in 1920. A. I don't think that was earned in 1920. It might have been earned from the fall of 1920 into 1921.

Q. Can you tell me what it was that was taken out of values here when this mark down took place? What did it really represent? A. I think 141
that mark down represented, if I remember right, the loss of stars whom we had under contract, like Bartholmess and some other stars whom we had treated as an asset to the corporation. These stars left the company, and I think that was the basis of the write down, and I think we sold some pictures.

Q. Outright, you mean? A. Yes. Sold outright.

Q. Did I understand you to say that D. W. Griffith, Inc., owned some other corporations at that

142 *Exhibit 4*

time? A. No, D. W. Griffith as an individual owned a number of productions.

Q. Which were separately incorporated, you mean? A. No, it was all in his individual ownership.

Q. You spoke about the United Artists Corporation. A. Oh, the United Artists Corporation. The D. W. Griffith did own one-quarter interest in the preferred stock of the United Artists Corporation, which corporation is a corporation organized for the purpose of distributing pictures of the four
143 artists, Griffith, Pickford, Fairbanks, and Chaplin.

Q. Do you mean that Griffith owned that personally, or that the corporation did? A. Well, at the time the corporation was organized he owned it personally and he turned it over to the corporation as one of the assets.

Q. Then during this period it was the property of this corporation? A. Yes, of this corporation.

Q. But they only owned a quarter interest? A. Yes, a quarter interest. As a matter of fact I think it was one-fifth interest at that time.

Q. At least it was not a majority interest? A. No.

144

By Mr. Zimmer:

Q. Mr. Banzhaf, I show you a notice of assessment dated April 25, 1923, in the amount of $29,491.86, as being a tax on 491,531 shares at 6 cents per share. Did your corporation receive that assessment? A. Yes, it did.

Exhibit 5.

145

STATE OF NEW YORK
TAX DEPARTMENT
CORPORATION TAX BUREAU

Albany, January 16, 1925.

In the Matter of the Application
of
D. W. GRIFFITH, INC.,
for a
Revision of Taxes Assessed Against It, Under Article IX, of the Tax Law, Section 181.

146

An application having been made by the above named D. W. Griffith, Inc., for a revision and resettlement of the taxes assessed and determined against it by the State Tax Department, based on business for the year ending December 31, 1921, and the said State Tax Department having heard the proofs offered on behalf of the said D. W. Griffith, Inc., in support of said application, does hereby determine after due consideration thereof that the assessment heretofore made against the said D. W. Griffith, Inc., for the sum of Twenty-nine thousand four hundred ninety-two and 86/100 dollars, should be affirmed, which said sum of Twenty-nine thousand four hundred ninety-one and 86/100 dollars is hereby determined as the amount which said D. W. Griffith, Inc., is liable to pay under the provisions of Section 181 of the Tax Law, based on business for the year ending December 31, 1921.

147

N. W. CANFIELD,
Deputy Tax Commissioner.

Countersigned
JOHN J. MERRILL
MARK GRAVES
Tax Commissioners.

145

Waiver of Certification.

It is hereby stipulated, that the foregoing are correct copies of the petition, appearance, waiver and consent, order allowing the issuance of certiorari order, certiorari order, and return, all of which are now on file in the office of the Clerk of the Supreme Court, County of Albany, and certification thereof pursuant to Sections 616 and 170 of the Civil Practice Act, or otherwise, is hereby waived.

Dated, Albany, N. Y., April 4, 1928.

149

ALBERT H. T. BANZHAF,
Attorney for Relator.

ALBERT OTTINGER,
Attorney General,
Attorney for Respondents.

150

DECISION OF APPELLATE DIVISION

THE PEOPLE OF THE STATE OF NEW YORK, *ex rel.* D. W. GRIFFITH, INC.,

Relator,

against

MICHAEL F. LAUGHMAN, and others constituting the State Tax Commission,

Respondents.

Determination annulled with fifty dollars costs and disbursements and the matter remitted to the State Tax Commission to compute the tax in accordance with the opinion.

Opinion by Van Kirk, P. J.

Hasbrouck, J. concurs; Hill and Whitmyer, JJ., solely because of the decision in People ex rel. Terminal & Town Taxi Corp. v. Walsh, 202 App. Div. 651; Davis J. agrees with Van Kirk, P. J. on the first proposition stated in the opinion that the tax as fixed under the statute taking effect May 12, 1921, is correct if the amendment be constitutional, but dissents from the conclusion that the statute is unconstitutional, on the ground that the initial tax rate for the license permitting a foreign corporation to do business in this State is not discriminatory.

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154

OPINION OF VAN KIRK, P. J.

SUPREME COURT:
APPELLATE DIVISION—THIRD DEPARTMENT

PEOPLE OF THE STATE OF NEW YORK, *ex rel.* D. W. GRIFFITH, INC.,

Relator,

against

MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission,

155 *Respondents*.

Argued, May Term, 1928;
Decided, May Term, 1928.
Hon. Charles C. Van Kirk, Presiding Justice;
Hon. Rowland L. Davis,
Hon. Edward C. Whitmyer,
Hon. James P. Hill,
Hon. Gilbert D. B. Hasbrouck, Associate Justices.

156 A Certiorari Proceeding to review a tax assessment under Section 181 of the Tax Law:

Albert H. T. Banzhaf, 130 West 42nd St., New York, (E. Crosby Kindleberger, M. E. Harby, Edward G. Zimmer, of Counsel) for Relator;

Albert Ottinger, Attorney General, (Wendell P. Brown, Henry S. Manley, of Counsel) for Respondents.

Van Kirk, P. J.

The relator, D. W. Griffith, Inc., is a foreign corporation organized under the Laws of Maryland June 30, 1930. The authorized capital was 500,000 shares of stock having no stated par value, called "no par stock." Application was made to the secretary of state of New York on July 6, 1930 for permission to do business in this state. On July 9, 1930 the secretary issued a certificate of permission. At that time, under section 181 of the Tax Law, every foreign corporation, with exceptions not here applicable, doing business in this state, was required to pay "a 158
license fee of one-eighth of one per centum for the privilege of exercising its franchises or carrying on its business in such corporate or organized capacity in this state, to be computed upon the basis of the capital stock employed by it within this state, during the first year of carrying on its business in this state; * * * and if in any year thereafter any such corporation shall employ more than eight thousand dollars of its capital stock within this state on which a license fee has not been paid then a license fee at the rate of one-eighth of one per centum shall be due and payable upon any such increase. * * * No action 159
shall be maintained or recovery had in any of the courts in this state by such foreign corporation after thirteen months from the time of beginning such business within the state, without obtaining a receipt from the comptroller for the payment of the license fee upon the capital stock * * *." In this statute there was no reference to a no par stock and the license fee is not payable until the corporation has done business for one year within

the state. Within the first year during which this corporation did business in this state, and on May 12, 1921, an amendment to section 181 took effect, providing: "On the issued capital stock of any corporation issuing shares without designated monetary value such corporation shall pay for the use of the state a license fee of six cents on each such share employed in this state, as hereinbefore provided." At the expiration of its first year relator filed with the state tax commission its required report. The tax was assessed at the rate fixed in the amendment of May 12th at the
161 sum of $29,491.86, and it is conceded that the amount so calculated is correct if the amendment is applicable. If the tax rate as it existed just prior to May 12, 1921 were applied, the license fee would be approximately $4,000.

The relator's position is, first: that its license fee should be calculated at the rate fixed in the statute as it existed in July 1920; and, second: that, if the new statute is held to be applicable to this case, it is unconstitutional as against this relator.

The relator's argument is that, in July 1920, it had procured authority to do business in the state and was at all times thereafter lawfully in the
162 state; that, when it received this authority, the license fee it expected and agreed to pay was that declared in the statue as it existed and stood at that time; that there was an implied contract between it and the state that, upon paying its tax or fee calculated upon this rate, it would be allowed to continue to do business in the state; that, to apply the rate fixed by the May 12th amendment is to construe this amendment as retroactive in effect.

It is the general rule that laws are not to be construed as applying to cases which arose before their passage, unless that intention be clearly declared. (Schwab v. Doyle, 258 U. S., 529.) In the amendment of May 13th no such intention is declared. We think that the transaction was not completed when the secretary of state issued to relator its certificate of permission to do business here. At that time no license fee or tax was paid. It was not due until the end of the first year. Until then it could not be paid because the tax base could not until then be computed. Whatever 164
implied agreement there was between the relator and the state did not go beyond this, that the relator could do business in this state for thirteen months, upon condition that, at the end of the year, it would pay the license fee required by the law of the state in the manner and at the times required. The first payment of the fee was to be computed upon the basis of the capital stock employed by it within the year; and if, at any time thereafter, it employs additional capital on which a license fee has not been paid, then a fee shall be payable upon the excess thereof over the capital used during the first year. If the relator's argu-
ment is sound, then any taxes due because of in- 165
creases in its capital stock after the first year must be assessed at the rate fixed by the state in July 1920; that is, the implied contract with the state would be that it would at no time change the tax rate. We think that the tax rate must have been understood to be the rate which existed at the time the tax is payable; that the "case" before us did not arise until the license tax was due and payable. Taxes are assessed and collected to pay the annual

charges and expenses of the government. Its tax rate must be changed as its necessities may require. The general tax rate for the expenses of government during a year is fixed at the end of the year. The assessment is made at the time of the entry on the assessment roll. (People v. Supervisors of Chenango Co., 11 N. Y., 563.) We think a state may impose a tax based upon income of a previous year. (Stockdale v. Ins. Cos., 87 U. S., 323, 331; Brushaber v. Union Pac. R. R. Co., 240 U. S., 1, 20.) The state income tax law took effect May 14th 1919 (Laws of 1919, chapter 627);
167 yet it imposed this tax upon residents and non-residents carrying on business in this state, and provided: "Such tax shall first be levied, collected and paid in the year nineteen hundred and twenty upon and with respect to the taxable income for the calendar year nineteen hundred and nineteen, or for any taxable year ending during the year nineteen hundred and nineteen." (Tax Law, Section 351.) A part of the year 1919 had expired before the act took effect. The income tax rates, both under the federal and state law, are frequently changed and the
168 taxes are assessed upon incomes, part of which have been received prior to the change. These state taxes must be paid by non-residents upon their incomes derived from business carried on in this state. We think there is in the present case no express agreement and that there can be no implied agreement that limits or restrains the state in the exercise of its taxing power from changing a tax rate. (Home Ins. Co. v. City Council, 93 U. S., 116; Roberts & Schaeffer Co. v. Emmerson, 271 U. S., 50, 58.) It was held in Home Ins. Co.

v. City Council, *supra*, page 133, that, after a fee of one percentum upon the gross amount of premiums received had been paid for the license to transact an insurance business in the state of Georgia for one year, a further license tax imposed by a later legislative act could be assessed and collected; that the license when issued was only a receipt for the tax. And the court said: "We find no semblance of a contract that additional taxes should not be imposed." A state does not, by doubtful words, surrender its right to tax. (Erie R. R. Co. v. Penna., 88 U. S., 492, 498; Memphis Gas Co. v. Shelby County, 109 U. S. 398.) We think the tax rate as it was fixed at the time the tax became due and payable applies if the amendment be constitutional. 170

The amendment of May 12th is claimed to be unconstitutional under the fourteenth amendment of the Federal Constitution, which assures to all "the equal protection of the laws." The rate therein fixed is to be applied whatever the value of the no par stock. Thus by using this arbitrary rate no regard is given to the actual capital employed by relator in this state. If the value of the no par stock be $48 per share, the tax computed at one-eighth of one per cent would be six cents; if $100 per share it would be 12½ cents; if $8 a share it would be one cent. Under this arbitrary rate it may readily be seen that unequal taxation, upon foreign corporations doing busines in the state, would result. A corporation that issued no par stock worth $8 per share would pay the same rate as one which had issued an equal number of no par shares worth $100 per share. In the present case the value of the no par stock is claimed to be less than $8 per share. Its 171

tax is larger than the tax imposed on other foreign corporations which have like privileges and the same number of no par shares, but have a much larger capital employed in the state. "Thus the relator is unfavorably affected by the discrimination of which he (it) complains." (Roberts & Schaeffer Co. v. Emmerson, *supra*, 53, 54; Air-Way Corp. v. Day, 266 U. S., 71.) In People ex rel. Terminal and Town Taxi Co. v. Walsh (202 A. D., 651) we held that an act of the legislature arbitrarily fixing $100 per share as the value of no par stock of a foreign corporation
173 doing business in this state is unconstitutional because it would result in unequal taxation. That in that case it was the value of the stock, the tax base, which caused the unequal taxation, while here it is the rate which is to be applied to the tax base, does not affect the conclusion.

Section 180 of the Tax Law regulates the organization tax paid by domestic corporations. By an amendment of that section a five cent rate is fixed for calculating the organization tax. From what we have said it does not follow that the act fixing this five cent rate is unconstitutional since it applies to domestic corporations only. (Roberts
174 & Schaeffer Co. v. Emmerson, *supra*.)

The provision fixing a six cent rate being unconstitutional and the act as it existed before the amendment not having been repealed, the tax should be calculated at one-eighth of one per cent as required prior to the amendment of May 12th. (People ex rel. Terminal and T. T. Corp. v. Walsh, *supra*.)

The determination should be annulled, with fifty dollars costs and disbursements, and the matter remitted to the State Tax Commission to compute the tax in accord with this opinion.

ORDER OF ANNULMENT 175

At a Term of the Appellate Division, held in and for the Third Judicial Department, at the City of Albany, on the 22nd day of June, 1928.

Present:

Hon. Charles C. Van Kirk,
Presiding Justice.

Hon. Rowland L. Davis,
Hon. Edward C. Whitmyer,
Hon. James P. Hill, 176
Hon. Gilbert D. B. Hasbrouck,
Associate Justices.

PEOPLE OF THE STATE OF NEW YORK, *ex rel.* D. W. GRIFFITH, INC., *Relator*, against MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission, *Respondents.*	177

The relator having on the 14th day of February, 1928, verified its petition for a writ of certiorari to review the determination by the State Tax Commission of the State of New York fixing the license fee, made under Section 181 of the Tax Law of the State of New York, against

the capital of the relator, a foreign corporation, at the sum of $29,401.86, upon the ground that the State Tax Commission, in so making its determination, improperly acted under the amendment to Section 181 of the said Tax Law, passed May 12, 1921, which was not retroactive, and that if said amendment of said Tax Law was otherwise applicable, the same was unconstitutional, in that it violated the provisions of the Fourteenth Amendment of the Constitution of the United States, and an order having been duly granted on February 18, 1928, ordering that certiorari order
179 issue under the seal of the Supreme Court, directing Michael F. Loughman, John J. Merrill and Mark Graves, constituting the State Tax Commission; and a bond having been given, and the said order of certiorari having been duly allowed on the 18th day of February, 1928, by the Hon. Pierce H. Russell, Justice of the Supreme Court, and thereafter and on the 15th day of March, 1928, the State Tax Commission having duly made their return to said order of certiorari; and said petition, order and return to said order of certiorari having duly come on to be heard before the Appellate Division, Third Judicial Department,
180 and the matter having been duly argued by E. Crosby Kindleberger, Esq. of counsel, for the relator, and by Hon. Albert Ottinger, Attorney General (Wendell P. Brown, Esq., Second Assistant Attorney General, of Counsel), and due deliberation having been had, and the parties having stipulated that the actual capital of the relator employed by it within the State of New York during the first year of carrying on its business in the State of New York was $2,795,219.50; it is, on motion of Albert H. T. Banzhaf, attorney for the relator,

Ordered, That the determination of Michael F. Laughman, John J. Merrill and Mark Graves, constituting the State Tax Commission, fixing the license fee of the relator, a foreign corporation at the sum of $20,401.86, be and the same hereby is annulled, with $50 costs and disbursements to relator; and it is further

Ordered, That the matter be and the same hereby is remitted to the State Tax Commission to compute the tax in accordance with the opinion of Hon. Charles C. Van Kirk, presiding Justice, to-wit; at the rate of one-eighth of one per centum 182
upon the sum of $2,795,219.50, the amount of capital employed by the relator within the State of New York during the first year of its carrying on business in the State of New York, or the sum of $3,494.02.

JOHN S. HERRICK,
Clerk.

A true copy,
JOHN S. HERRICK,
Clerk.
Ent. 7/10/28.

184

NOTICE OF APPEAL TO COURT OF APPEALS

COURT OF APPEALS — STATE OF NEW YORK

PEOPLE OF THE STATE OF NEW YORK, ex rel. D. W. GUERRIN, INC., *Relator-Respondent,* *against* MICHAEL F. LOUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission, *Appellants.*	

185

Please take notice, That the above named Michael F. Loughman, John J. Merrill and Mark Graves, as and constituting the State Tax Commission of the State of New York, hereby appeal to the Court of Appeals of the State of New York from an order of the Appellate Division of the Supreme Court, Third Department, in the above entitled proceeding, annulling (Davis, J. dissent-
186 ing) the determination of the State Tax Commission herein and remitting the matter to the State Tax Commission to compute the tax in accordance with the opinion of Hon. Charles C. Van Kirk, Presiding Justice, which order was filed and entered in the office of the Clerk of the Third Appellate Division of the Supreme Court on the 10th day of July, 1928, and in the office of the Clerk of the County of Albany on the 13th day of July,

1928, and that the said appellants appeal from each and every part of the said order.

Dated, Albany, N. Y., July 13, 1928.

ALBERT OTTINGER,
Attorney-General,
Attorney for Appellants, Office and Postoffice Address, The Capitol, Albany, N. Y.

To:

ALBERT H. T. BANZHAF, Esq.,
Attorney for Relator-Respondent;

JOHN S. HENRICK, Esq., 188
Clerk of the Third Appellate Division;

GEORGE R. HARP, Esq.,
Clerk of the County of Albany.

190 **WAIVER OF CERTIFICATION**

IN THE

COURT OF APPEALS

OF THE

STATE OF NEW YORK

PEOPLE OF THE STATE OF NEW YORK, *ex rel.* D. W. GRIFFITH, INC., *Relator-Respondents,* *against* MICHAEL F. LAUGHMAN, JOHN J. MERRILL and MARK GRAVES, constituting the State Tax Commission, *Respondents-Appellants.*	

191

It is hereby stipulated, that the foregoing are correct copies of the petition, appearance, waiver and consent, order allowing the issuance of certiorari order, certiorari order, and return, decision of Appellate Division, opinion of Van Kirk, P. J., order of annulment and notice of appeal to Court of Appeals. Certification thereof pursuant to Sections 616 and 170 of the Civil Practice Act is hereby waived.

192

Dated: Albany, N. Y., July 30, 1928.

ALBERT OTTINGER,
Attorney-General and
Attorney for Appellants.

ALBERT H. T. BANZHAF,
Attorney for Respondents,

E. CROSBY KINDLEBERGER,
Of Counsel.

Form 1201

CLASS OF SERVICE

This is a full-rate Telegram, or Cable-gram unless its de-ferred character is in-dicated by a suitable sign above or preceding the address.

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Received at
T 2UR FL#12

CINCINNATI OHIO 416P MAY 4 1925

MISS C M CONWAY

729 7 AVE D W GRIFFITH SUITE 50

ARRIVE STLOUIS THURSDAYMORNING LEAVE AT NIGHT FOR INDIANAPOLIS THEN

CHICAGO REGARDS

E LINDEMAN

435P

May 2nd,1928

HOME OFFICE
Mr. H.D. Buckley

Dear Mr. Buckley:

I just spent some time with the Ohio State Board of Censors at Columbus,Ohio.

As you probably know, DRUMS OF LOVE has played one or two engagements in northern Ohio and it was impossible, in view of this fact, to get the Board to reinstate all the cuts they had made.

I am attaching hereto list of final cuts, and the eliminations have been worked out this way. We looked at each reel, and the eliminations were made right then and there at the Board, but they would not change the wording of their eliminations a great deal due to the fact that the picture had played and their instructions have gone out to their field men.

I assure you that in my opinion, the picture has not been hurt one bit, and I think the Board has been very lenient with us.

Sincerely yours,

UNITED ARTISTS CORPORATION

EL/hny

Sales Representative
D.W. Griffith Inc.

May 2nd,1926

Mr. A. Griffith Grey
Individual Films
Paramount Bldg
New York, N.Y.

Dear Mr. Grey:

Attached hereto is a list of final cuts as made by the Ohio State Board of Censors.

By comparing this with the original list of cuts, you will notice that they have modified their eliminations to some extent, but they have really modified their eliminations more than the actual printed list will show.

I first called on Mr. Clifton, the Director of Education at the State House, and he in turn phoned his assistants,- Mary Edith Lueth and Suzannah Warfield, and they went through the picture again with me real by real, and we made the cuts right there and then in the censor room.

I assure you that they have given me quite some concessions, in fact, more than the wording of the final eliminations sheet will show, due to the fact that the picture has been shown in Ohio, and the original eliminations have gone out to their field men.

I have gotten them to reinstate the sub-title "That was all- there was no more than this?".

I am leaving to-night for St. Louis, and then Indianapolis, and will be in Chicago Saturday or Sunday.

If there is anything I can do for you there, let me hear from you, since I will no doubt be there for a few days.

Kindest personal regards.

Sincerely yours,

Sales Representative
D.W. Griffith Inc.

EL/hny

Form 1201 C

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West 52nd St., New York

1928 MAY 5 PM 7 04

NA84 5=AU STLOUIS MO 3 520P

UNITED ARTIST CORPORATION=

CARE D W GRIFFITH INC SUITE= 502=729 SEVENTH AVE=

PRESIDENT HOTEL KANSASCITY MISSOURI FRIDAY=

E L LINDEMAN.

Form 1228 A

Charge to the account of _____ $ _____

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Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

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NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Copy

MAY 3, 1928.

NIGHT LETTER to all Exchanges:

Am leaving for California tomorrow to confer with Mister Schenck regarding next seasons product I hope to have meeting of all managers in Chicago as soon as we get all data pertaining to next seasons product In meantime I want you to please work your hardest to sell every open point on all pictures Fight for highest price you can get and we will accept every reasonably fair proposition STOP Want you to have in mind the very high cost of our pictures and necessity for getting all that traffic will bear but when you are certain you have highest price procurable take it as we must get one hundred percent representation for every picture STOP Insist on earliest possible dates all contracts BEST REGARDS

AL LICHTMAN

)AL:SF)

United Artists Corporation
3328 Olive St.
St. Louis, Mo.

May 3, 1938

Miss G. M. Conway,
c/o D. W. Griffith, Inc.,
Suite #608,
729 Seventh Ave.,
New York, N. Y.

Dear Miss Conway:-

I have changed my plans again and instead of being in Indianapolis Friday, as I wrote you, am very likely going to Kansas City - but regardless of where I go, am quite sure to be at the Congress Hotel, Chicago, Ill., over the week end.

Will you wire me there results of DRUMS engagement at the Rialto; also, business for week ending May 5th.

You may also write me there if there is any mail you care to forward, or anything of interest you care to communicate to me.

With kindest regards,

Very truly yours,

Ed Lindemann

Sales Representative
D.W.Griffith,Inc.

ELL*LM

United Artists Corporation Limited
Hermant Building
Toronto, Ontario

May 3, 1928

Mr. E. Lindeman,
604 South Wabash Avenue,
C h i c a g o, I l l.

Dear Eddie:

For your personal, supreme edification, I take this means of advising you that the Ontario Censor Board, after stalling us until this morning, advised Mr. Kohen that DRUMS OF LOVE, was passed without a cut or elimination.

In other words, this means that the picture was passed as presented by us, and you know the few cuts we made.

I am going to screen the picture for Mr. Nathanson this morning, and will receive his verdict.

Mrs. Masters has just purchased a strip of Kosher Canadian bacon, and has already fried ten slices crisp, which can be heated up the next time you come to Toronto, providing I don't sample it Sunday morning.

Give my regards to the Chicago boys, and tell them that we must get more business immediately.

Yours sincerely,

UNITED ARTISTS CORPORATION LIMITED

H. M. Masters

General Manager Canadian Exchanges

HMM:L

D. W. GRIFFITH COLLE
MUSEUM OF MODERN ART F

May 4, 1928.

New York State Tax Department,
Income Tax Division,
Albany, N. Y.

Gentlemen:

Kindly refer to the "Information at the Source" returns filed by this Company for the year 1927. We find that we reported the income of Raymond A. Klune in error as Mr. Klune was a non resident of New York on and after June 1, 1927 and while his salary was paid from New York it was for services rendered in the state of California and therefore the amount of income paid to him up to that time was insufficient to come within the taxable amount as it was exactly $1500.00

We would appreciate correction of our report in the above connection.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

CC/S

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

May 4, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 3rd instant in the above matter, with its enclosure of check to our order for $250., for which please accept our thanks.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

ANNOUNCING
NIGHT CABLE LETTER TO
SWEDEN
(40 WORDS FOR $2.40)
ADDITIONAL WORDS 10¢ EACH

WESTERN UNION

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CLC Cable Letter
NLT Week End Letter
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CONGRESS 6600 HOLLYWOOD BLVD., HOLLYWOOD, CAL. GLADSTONE

1928 WW 5 AM 7 53

SA45 96 DL=XD NEWYORK NY 5 920A

D W GRIFFITH=
UNITED ARTISTS STUDIO 1041 NORTH FORMOSA AVE=

REPLYING YOUR WIRE AL LICHTMAN STOP THE ONLY REFERENCE TO BIRTH WE MAKE IN OUR PRESS BOOKS ADS OR ANY PUBLICITY MATTER WE HAVE SENT OUT IS THE LINE QUOTE GRIFFITHS BEST SINCE THE BIRTH OF A NATION UNQUOTE STOP ANY ADVERTISEMENTS SAYING DRUMS GREATER THAN BIRTH SIMPLY RESULT OF EXHIBITORS IDEA IN EXPLOITING PICTURE STOP WE HAVE CAUTIONED OUR FIELD EXPLOITATION MEN WHO COVER IMPORTANT ENGAGEMENTS WITH REFERENCE ABOVE AND BELIEVE THIS IS ALL WE CAN DO AND THAT ANYTHING DIRECT TO EXHIBITORS WOULD BE MISINTERPRETED BY THEM AND REACT UNFAVORABLY TO PICTURE KINDEST REGARDS=

H D BUCKLEY.

Form 1201-B

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1945 MAY 5 AM 11 45

NJ316 31 DL=XD NEWYORK NY 5 1205P

EDWARD L LINDEMAN=

SALES REPRESENTATIVE D W GRIFFITH INC CARE UNITED

ARTISTS CORP 304 SOUTH WABASH AVE CHICAGO ILL=

RIALTO GROSS ON WEEK LECOA DOLLARS BK CENTS STOP BEEN GENERAL DEPRESSION BUSINESS BROADWAY STOP WEEKS BUSINESS UNITED ARTISTS A STRAIGHT PERCENTAGE BER GUARANTEE CONTRACTS AMOUNT BRLAL DOLLARS KE CENTS REGARDS=

C M CONWAY.

May 5th 1928.

Miss C.M. Conway,
c/o D.W.Griffith Incorporated,
Room 801 - 729 Seventh Ave.,
New York City.

Dear Miss Conway:

Will you kindly send check to Mr.Manshaf's order in the amount of $ 137.50 covering purchase of

10 shares D.W.Griffith Class "A" @ $1.25

100 shares D.W.Griffith Class "A" @ 1.25

Thanking you, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NATIONAL BANK OF COMMERCE IN NEW YORK

ESTABLISHED 1839

CAPITAL SURPLUS AND UNDIVIDED PROFITS OVER SIXTY FIVE MILLION DOLLARS

EMPLOYMENT DEPARTMENT

May 5, 1929.

D. W. Griffith's Studio
Mamaroneck
New York

Dear Sirs:

We are considering Mr. Edward Gerhardt for a position with this Bank, and are informed that he was in your employ from September 1923 to January 1924, part-time, as an extra under Mr. Mack.

Will you be good enough to let us know whether or not your records agree with this statement and to give us, in confidence, your opinion of his character and ability, including such information as you may have with reference to his honesty, industry, punctuality and attendance.

We assure you that your courtesy will be appreciated.

Very truly yours,

A. Hall

Asst Employment Director.

J M

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7300

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN BOARD OF DIRECTORS
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

May 5th, 1926

D. W. Griffith, Inc.
729 Seventh Avenue - Room 901
New York City

Gentlemen:

Herewith is check received from Les Artistes Associes, S. A., Paris - in the amount of $142.50 - covering Sale of Rights, Turkey - as follows:

THE WHITE ROSE

Sale Price	$ 150.00	
Less: 5% Commission	7.50	$ 142.50

Very truly yours,

UNITED ARTISTS CORPORATION

Asst. Secy. &Comptroller
F. A. Beach

AS
Enc

ROCHESTER THEATRE

GREATER ROCHESTER PROPERTIES, Inc.
OWNERS AND MANAGERS

ROCHESTER, N. Y., May 5, 1920

Mr. Edw. Lindeman,
D. W. Griffith, Inc.,
1476 Broadway,
New York City

Dear Mr. Lindeman:

As per your letter of April 27th, under separate cover I am mailing you our entire campaign showing ads and our tie-up with aeroplane, etc. You will notice that I have put out a very elaborate campaign. We opened very big on Sunday but it did not hold up during the week owing to whoever directed the ending of the picture having muffed the most tragic scene by making a comedy out of it so that the entire audience snickers. I would suggest that it be changed at once or the sad ending be put back.

I am enclosing copy of letter which I have just written to Mr. Shapiro.

Sincerely yours,

Thos. Gorner

Managing Director
ROCHESTER THEATRE

COPY

May 6, 1929

Mr. Victor Shapiro,
United Artists Corp.
New York City

Dear Mr. Shapiro:

On Monday, I phoned to see whether I could get the sad ending to DRUMS OF LOVE and received a reply to the effect that it would be impossible. The reason I made this request was that the present ending of this picture, which is the good ending, is so poorly handled that our patrons laugh at the most tragic moment in the picture owing to the acting of Mary Philbin in the scene where Lionel Barrymore attempts to put the dagger in her breast. At this point, the whole audience snickers but previous to this, the picture is very good. With the sad ending, the picture would have been a hundred percent better. If United Artists intends to use the good ending, they ought to re-enact this particular scene as the picture holds everyone until that time and then you lose them. If I could have obtained the sad ending, I would have used both as a publicity stunt and it would have helped my business.

Under separate cover, I am mailing you the entire campaign showing our ads and how we tied up with aeroplane, etc.

We opened very big Sunday but then fell right down. We have had many complaints on this particular ending altho the newspaper criticisms were very good and the reporters protected us by not saying anything about this particular scene in their reviews.

I remain,

Sincerely yours,

Managing Director
ROCHESTER THEATRE

2426 - 24th street
Baltimore - Md.
May 4 - 1925

Dear Mr. Smith,

The idea of a dollar to the rogues gallery is one the very little money you have ever had. What a gallery you could have, before, after, and in between. It's too bad I did not commit a murder or something before. The police would never recognize me now.

But poty poor you! It's terrible to be swamped with photographs, and all of one girl too. But speaking seriously,

I sincerely hope you do not attribute my sending all these photographs to vanity, but as I seem to show the desired result and so there they be. If you compare these with my former pictures, they do show quite an improvement. I am sending the medical pictures (which show how beautifully I could take a good other part) and also some of the finished photographs.

I'll I'll soon be job hunting again. 'Manhattan Mary' closes May 12. I see by the papers 'Crime of Love' is closing at the Rialto at the same time.

Judging from the line in front of the Rialto, I should

imagine the picture is a good one. I've drawn the girls in the show listed it very much. They raved about Mary Hilton. They said she was gorgeous in that blond wig, and of course they were all wild about the clothes she wore. The leading women had their "at home" up. Some of the girls thought Sir Lionel too foreign, but most of them thought him very convincing, and very charming.

We saw 'Drums of Love' shortly after it came to the Pallo, and although I thought I could never like any ending but the first, since the public demands a happy,

ending,

the one you have made done to be the best possible solution. It is very beautiful, and does not let the picture as any of its charm.

We have been very much interested in all the little news items concerning the "Sable & the Lion", and will be very anxious indeed to see it completed. I suppose by the time you are fairly well along with it; I hope it will not be so very much longer before you will again be in New York.

Perhaps I need not have sent these photographs, as I hope you will soon be here but I thought you might like to see them as soon as possible, and

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

feeling that the show being closed, I should not like to take the next step until hearing from you.

The family sends their best regards, and I send my - well now keep well, and don't work too hard.

Sincerely,
Evelyn

Form 1201-B

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WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE PRESIDENT

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E L LINDEMAN=

CONGRESS HOTEL CHICAGO ILL=

RIALTO GROSS SATURDAY CLOA DOLLARS SUNDAY CRCC DOLLARS KE CENTS STOP NOTHING NEW OR EXCITING REGARDS=

C M CONWAY.

New York City.
May 5. '25.

My dear Mr. Griffith —

I quite agree with you that letters are far more saving in expence than telegrams but not in time. Of course, I did not intend to wire you last week only that I thought something had happened in the mail and if it had been registered it could be traced immediately. It was

found it necessary to say that it might not go on indefinitely and I perhaps have taken too much for granted in expecting it would. As a matter of fact I dared not hope for any more help, and yet I just had to as I was painfully low – as had faith and believed that once more you would come to my rescue: I was a little afraid you

far too important and
meant too much to me
and I was quite
startled to hear a change
and grieved you. Also
wired you again last
night to let you know
it arrived O.K. I am
tried to use as much tact
as possible but I fear
that I have failed in
some instances. I
hope you will forgive
me if I have. I am
also sorry that you

wonder if but was quite relieved when you did and see more I am very grateful. You certainly deserve a great big hug and a kiss, so consider that you have something to look forward to – I don't know whether that means anything to you or not but it's coming to you just the same. And while I am on this particular subject, I have been wondering when you are coming east

again. It will be quite difficult for me to know unless you let me know in some way what the plans are for the future, as I coming east I mean. As for me, I am very undecided in a quandary as to what will happen to me before you come east. I am trying to decide how I shall manage as everything is exceptionally quiet and you know the rest of it. But I do want to be here until

with aviation in connection with Park & Tilford, one of the largest candy firms in the country. Curtiss was to figure in this stunt in a big way. The plans were for a three months trip during the summer to visit 21 of the largest cities in the country by aeroplane, averaging about two cities a week, according to the size and weather conditions. Only jumps of 300 miles at a time were to be made

after you come if it is possible — because I simply must see you once again — you have been so sweet and wonderful to me that I could squeeze you half to death. So you see now that it is most important that you see me — soon I hope.

Not long ago, a big advertising and publicity stunt was to be pulled

as the plane could not carry anymore gasoline. There were to be four of us – the pilot, mechanic, publicity man and myself. It was to be carried out very elaborately and in a very dignified manner all the way thru. The plane was to be named 'Pard of Ilford' or 'Sweetest Girl', the title which was given me in connection with the 'National Candy & Ice Cream Exposition', and I was to receive a very

costly wardrobe and a very smart and snappy outfit I was in total charge. I was to also receive $15,000 for the trip and all expenses. Plans were to advertise a week or so in advance the arrival of the plane in each city etc. Anyway it was to be a tremendous thing and the plane were under way and I was so excited and thrilled over the whole affair that I could hardly eat, sleep

to return my debt to
you. But instead, I
had to call on you
again and you would
never understand
why I had done so if
I couldn't explain in
a letter or in person.
It required a certain
number of things leading
up to this and then I
found myself quite up
a tree when I had an
opportunity to come back
to earth again and

or be engaged. I was so
enthusiastic that it
proved too good to be true.
And because of technicalities
it has fallen thru and
I am a very disappointed
little girl, if ever there
was one. Never again
shall I get my hopes
so high because its an
awful drop when things
like that don't materialize.
And I had it all planned
to give you a big surprise
and also an opportunity

come to my house. What an uncomfortable feeling it was and for the last two weeks I've been a regular worrying myself sick because I was so in doubt what to do until I heard from you. I don't want to go on with unnecessary words to make this letter a bore, but hope it has explained why I wired you. I am very much indebted to you and cannot thank you too much. I sincerely hope you are going to receive much success due you on this picture you are making. Please let me know when you are coming east.

as I am very anxiously looking forward to seeing you and I know it will be very wonderful. I had expected to drop down on you very unexpectedly, had this aeroplane stunt gone thru', but now that won't be — very much to my regret.

I think you would write a line or two and tell me you received this letter and when you will be in N. Y., and forget the signature part. Anyway, here hoping. Kindest regards to Willard and all my best to you.

H. Goodwin

P.S. I like the new ending very much and enjoyed seeing it all over again – of course – I was glad that I had seen it before it was cut down.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GR

Filmarte

United Artist Film Poetic

[illegible]

By GILBERT GROVE

HOLLYWOOD's favorite after-dinner diversion these days is quitting on its curls and shawls and going somewhere to gaz tribute to somebody or something. Last night David Wark Griffith was selected to be on the receiving end of the daily tribute gazing, in honor of the twentieth anniversary of Griffith's invention of the close up.

The tribute-gazers filled the elegant United Artists theater to witness the first showing, also, of Griffith's newest film, "Drums of Love," and to enjoy the program of cultivated music and short reels that Hugo Riesenfeld, managing director of the United Artists theater circuit, knows so well how to compose and arrange.

Griffith probably has as much instinct for poetry, and for its expression through the medium of the camera, as any director in pictures, and with a few exceptions of which the less remembered the better, he has been true to that instinct.

"Drums of Love" is a dramatic love [illegible] done in pictures, with feeling for beauty its ruling motive. It is [illegible]gular, in view of this high mot[illegible] that Griffith should not hav[illegible] it the profanation he wrought in [illegible]g the marvelous love story [illegible] and Francesca out of its actua[illegible]tting and placing it in Portugues[illegible] Brazil of a century ago. There are some things that the heart balks at, and tampering with a love tale of the associations that this of Francesco da Rimini has held since Dante's time is one of those things.

The Francesca da Rimini of Dante, D'Annunzio and Tschaikowsky becomes the Princess Emanuella of Brazil, and Paolo becomes the Count Leonardo de Alvia, also of Brazil, in the Griffith version.

I cannot see what Griffith has gained by substituting South American nineteenth century costumes and pageantry for the mediaeval Italian setting of the Da Rimini story. Certainly nothing that atones for such desecration. Its original setting is as much a part of the personalities of the actors in the story of Paolo and Francesca as the hump on the older brother's back, or the beautiful reference which Dante makes to the guilty love of Lancelot and Guinevere.

There is real beauty and dignity in Griffith's story of the young lovers who cannot resist their own passion, even though it means treachery, on th one hand, to a husband, and on the other, to a beloved brother. The story is convincingly told by the more than excellent acting of Mary Philbin, Don Alvarado and Lionel Barrymore.

$100 [illegible]

MUTILATED PAGE (s)

IDEAL MOOD IN GRIFFITH FILM

"Drums of Love" Is Work of Poetry and Beauty

Ovation for Director at the Production's Premiere

Philbin, Barrymore and Alvarado Triumph

BY EDWIN SCHALLERT

It is a work of beauty—delicate, romantic and poetical, D. W. Griffith's first production in Hollywood in a period of eight years. Based vaguely upon the story of Francesca da Rimini, but with the basis set currently in a different world from the original version, it came to the screen last night at the United Artists Theater. "Drums of Love" is the title.

D. W. Griffith himself was present at the premiere—the first time since "Broken Blossoms." There were associations of sentiment and pleasure in this fact for those who were there—and particularly for that group who had known the Griffith premieres of the old days.

The audience was singularly representative of the films. Griffith's name still spells magic, notwithstanding his long absence and the many changes wrought by the years.

In many respects it was a triumphal conquest. Not like the old conquests, because there are altered circumstances and conditions in the more actively competitive spheres of pictures today. But still a victor—radiant and rare for that lyrical spell which is his creation for the films only Griffith can evoke.

There were ceremonies—the presentation of a token by C. B. De Mille, a watch and cigarette holder. Charlie Chaplin came upon the stage and extended a warm hand of greeting. Griffith himself made a speech—in the gayer mood which is his wont today. There were ovations—and a significant one for the picture especially.

One may well regard "Drums of Love" as a manifestation individual and apart among pictures that have shown of late upon the screen. It is different, too, from anything that Griffith himself has ever directed. It is the first costume production that he has made since "Intolerance"—I refer to the Babylonian episode in this—and it proffers nothing of that melodramatic idiom which is typical of the earlier Griffith pictures.

Whether it is the sort of picture that the public will anticipate from Griffith I do not know. Some there are who may find this new vein not to their liking, but others—perhaps a considerable majority—may sense in this the sounding of a new and important note.

Two things that struck me as marvelously impelling about this picture are the love scenes, and the acting of the individual principals. This goes further than mere acting. It amounts to a veritable change of personality in the instance of Mary Philbin, that makes one wonder what remarkable things this particular role may mean for her future.

Griffith has caused her to lose that childish naivete that has been

marvelously impelling about this picture are the love theme, and the setting of the universal principle. The love is further than mere setting. It accounts for a veritable change of personality in the husband M. Mary Philbin, that makes one wonder what constitutes things like particular rule does mean the day future.

Griffith has caused her to be that unusual heroine that can stand comparison to so many of her predecessors, and made her stand instead very manfully in the air. She even touches the idea of sensitiveness in certain of her scenes.

I do not believe that Lionel Barrymore has surpassed his work in this picture at any time during his career. His portrayal of the Duke Carlos is a herculean handling of the unbending and the friendly. Gilda and after to a degree he is in short, was the most sympathetic character in the story.

Don Alvarado received a huge testimonial of applause. It was apparent that a new romantic hero had definitely arrived.

"Drums of Love" overthrows certain conventions of the film theater to a degree amazing. The love of a brother for a brother's wife is hardly a familiar theme. The treatment of the plot is exceedingly cautious for the most part, and the fact that the story is told in pictorial impressions rather than with the smooth flow of drama seems to be a factor in this delicacy of the handling of the story.

Personally, I would have preferred to have seen this tragedy of Francesca da Rimini—for that relationship is what "Drums of Love" is—in its natural setting. It is essentially something that belongs to the mediaeval times. However, there are digressions from the original—among other things the ending having been changed. The finish as adapted will probably prove popularly more effectiveness than the death of the two lovers, and is very well contrived.

The scene that will persist in the memory from this film is the one in which the lovers first declare themselves. The Griffith technique is ideal in this. It is one of the finest moments in any recent picture.

The beginning of the picture is somewhat sketchy, and it takes some time to introduce the main issue of the plot, but there is a peculiar intensifying of interest since the motif of the love between the girl and the brother is disclosed. Griffith attains some superb lyrical heights in the disclosing of this, with the one exception, that the scene of the midnight rendezvous of the lovers is dwelt on a shade too long.

There is no question but that this picture should be seen for its beauty, the spirituality of feeling that so much of it discloses. In some brief bits of comedy there are some jarring notes, but the entire film is otherwise on a highly idealistic plane, and as such is something decidedly different from a majority of films.

The adaptation was made by Gerrit J. Lloyd, and in addition to leading players, Tully Marshall, excellent, William Austin, Eugenie Besserer, and Joyce Coad are in the cast.

Hugo Riesenfeld's music, and the atmospheric prologue are eminently satisfying. Riesenfeld's musicianship exerts a keenly pleasurable influence.

ANNAPOLIS HO!

Lina Basquette, together with other featured members of the cast of "Annapolis," will leave for the East within a few days. The picture will have as its background the United States Naval Academy located at Annapolis and will be directed by Christy Cabanne, who directed Navarro in "The Midshipman."

Record

D. W. GR

Filmarte

United Artist Film Poetic

UNITED ARTISTS—Gala premiere of D. W. Griffith's United Artists picture, "Drums of Love," with Lionel Barrymore, Mae Marsh, Max Davidson and Tully Marshall. Earl Hahn at the organ; overture, "Andante Cantabile" (Tschaikowsky), Francis White and Ensemble; "Ballet Egyptienne" (Luigini), "Serenade" (Moszkowski), Hugo Riesenfeld conducting.

By GILBERT GRANT

HOLLYWOOD'S favorite after-dinner diversion these days is quitting on its rufflo and shawls and going somewhere to pay tribute to somebody or something. Last night David Wark Griffith was selected to be on the receiving end of the daily tribute-paying, in honor of the twentieth anniversary of Griffith's invention of the close-up.

The tribute-payers filled the elegant United Artists theater to witness the first showing, also, of Griffith's newest film, "Drums of Love," and to enjoy the program of cultivated music and short reels that Hugo Riesenfeld, managing director of the United Artists theater circuit, knows so well how to compose and arrange.

Griffith probably has as much instinct for poetry, and for its expression through the medium of the camera, as any director in pictures, and with a few exceptions of which the less remembered the better, he has been true to that instinct.

"Drums of Love" is a dramatic love poem done in pictures, with feeling for beauty its ruling motive. It is singular, in view of this high motive, that Griffith should not have felt the profanation he wrought [illegible] tearing the marvelous love story [illegible] Paolo and Francesca out of its [illegible]tual setting and placing it in Portuguese Brazil of a century ago. [illegible]re are some things that the heart [illegible]s at, and tampering with a love [illegible] of the associations that this of [illegible]esco da Rimini has held since [illegible] time is one of those things [illegible]ncesca da Rimini of Dante, [illegible] be-

Griffith Creates Pictu

U. A. PREMIERE IS TESTIMONIAL FOR 20 YEARS SERVICE

By HARRISON CARROLL

"DRUMS OF LOVE," D. W. Griffith's latest picture, which was given a premiere last night at the United Artists theater, burns with the clear flame of beauty.

It proves, too, that the old master has not lost his fire—there are five scenes in the new film that will stamp the seal of the most modern of our directors.

SETS BEAUTIFUL

In creating a picture of exquisite beauty, Griffith has been indescribably aided by William Cameron Menzies, who designed the sets. The composition of the scenes is, of course, the director's own, and without doubt, he has achieved the most artistic effects of any picture of recent years.

There are points in the story which are not quite convincing. For instance, it is difficult to believe that a girl of royal blood who is shocked at the idea of marrying a man she has never seen, should, apparently within a few weeks, be willing to take her husband's brother for a lover.

Griffith makes the love of Princess Emanuella and Count Leonardo de Alvia seem inevitable, but he loses the audience's sympathy for them by stressing the love between the two brothers. His point is that great loves are not to be changed by circumstance or convention.

FOUR PRINCIPALS

There are but four principal characters in "Drums of Love"—the Duke Cathos de Alvia, hunch-backed dwarf, but a dictator in South America; his younger brother Leonardo; the Princess Emanuella, victim of political marriage to the Duke, and Bopi, a South American version of a court jester.

Lionel Barrymore, as the duke, wears a makeup that almost completely disguises him. He looks eminently uncomfortable and never quite real, but despite this handicap gives a strong performance.

Mary Philbin plays the difficult role of the princess. She does it in a blonde wig that will arouse conflicting reactions. Personally I prefer her without it. In "Drums of Love" the actress essays an entirely different type of character than she has been associated with. Passionate love scenes find her the aggressor. The effect is startling, but Miss Philbin does very well.

PERFECTLY CAST

Don Alvarado is the perfect type for a slim, graceful Latin cavalier. He is a fervid lover, and should win the plaudits of audiences in the role.

The fourth principal is played by Tully Marshall, who gives a gargoyle-like interpretation of the jester. It is Bopi who reveals the affair of the young lovers and precipitates a tragedy.

Griffith has retained the happy ending in the version of the picture showing at the United Artists, however.

A very pleasing musical program accompanied the picture. Under the leadership of Dr. Hugo Riesenfeld the orchestra played variations of "Little Gray Home in the West," and there are several good voices in an atmospheric stage act. James Burroughs, Manuel Emanuel and Francia White are featured.

PREMIERE CROWD

Last night's premiere brought the customary crowds without and celebrities within. It was a testimonial performance to Griffith on his 20 years' service in the motion picture industry. Cecil B. De Mille paid tribute to the director, and Griffith made a brief speech. Charlie Chaplin, Mary Philbin and Don Alvarado were introduced from the stage.

'DRUMS OF LOVE' ANOTHER FINE GRIFFITH TRIUMPH

New Offering at United Beautiful Scenic Drama With Tense Situations

By Louella O. Parsons

THE TRADE sketch of Sidney Olcott, the Rex Ingramistic of David Wark Griffith, was in here [illegible]

Louella O. Parsons

[illegible] picture [illegible] "Drums of Love" [illegible] United Artists Theater. Here is a drama beautifully modeled, delicately described and portrayed with an exquisiteness that delights both the eye and the mind.

The new drama was of another day and interest. Emotions of another generation are too frequently pictured as archaic and beyond the understanding of modern grasp. "Drums of Love" has not only pictorial beauty, but modern appeal and interest for the intelligentsia. But it is not lacking in mass appeal.

Lovely Princess

The story, based on the romance of Francesca da Rimini, is laid in South America, and deals with the De Alvia family. Cathos, older brother, deformed, powerful and undefeated, shows mercy only to his younger brother, Leonardo. He is so cruel in his ruthless battles and attacks on the Grandas that his enemies plan to marry him to the Princess Emanuella to stop these heartbreaking wars and defeats.

A lovely princess is Mary Philbin, a new Mary to be sure. Gone is the prim school teacher Mary whose emotions seem always restricted. In her place is a siren with the lure of Greta Garbo and the beauty of a [illegible]. The little Phil- [illegible] into her love scenes [illegible]

photographic, has some rarely lovely stuff. There are battle scenes that are reminiscent of "Birth of a Nation," boudoir scenes that are delicately suggestive, all of them showing the master touch of this same David Wark Griffith.

Praise for Story

Harrel Lloyd, who served Mr. Griffith many years as a personal representative, has written the scenario. I think it only fair to Mr. Lloyd to say that this picture, better than any other, shows an excellence of continuity and a tightness of story. Sometimes Mr. Griffith has been prone to wander in his paths. But "Drums of Love" is straight action with no sweeping irrelevancies.

Eugenia Besserer as the Duchess de Alvia, aunt to Cathos and Leonardo, and Charles Mailes as the Duke Granadas, also register in their small parts.

"Drums of Love," I feel, should be a success. Hugo Riesenfeld prepared one of his best musical programs. Some of the score is by Mr. Griffith, who delights in composing his own musical accompaniments. But the program now at United Artists Theater is offered by Hugo Riesenfeld, who knows so well how to make music do its part to tell a story.

Last night was the opening night. Cecil De Mille as master of ceremonies, introduced Mr. Griffith and members of the cast. There was a feeling that the old-time Griffith premieres were re-enacted, and those of us who have attended these first nights since the eventful "Birth of a Nation" opening, cannot help but feel a glow of satisfaction that the master has continued in his progress as one of filmland's greatest directors.

FASHION PAGE A

Telephone Harrison 5910

United Artists Corporation of Illinois
804 South Wabash Avenue
Chicago, Illinois

May 6, 1929

Mr. A. Griffith Gray
c/o Individual Films
Paramount Building
New York, N. Y.

Dear Mr. Gray:

Just a line to say that I had a letter from Mr. Masters, General Manager of United Artists in Canada and he told me that the Censor Board at Toronto had passed DRUMS OF LOVE just as we had submitted it to them.

You will no doubt recall our conversation before I left New York to go to Toronto and the suggestions you made about trimming certain scenes in the picture before we submitted it to the Toronto Board. I did that, as you suggested, and evidently it has all gone through okay.

I am now working with the man here in Chicago who is working with the Chicago Film Board and as you no doubt know, there are a good many angles to this, so I don't know just how long I will be here because it can't be hurried.

With kindest regards,

Very truly yours,

Edward Lindemay

EL KF

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IN RE United Artists Corporation

May 8, 1928

Mr. Albert H.P. Banzhaf
130 West 42nd Street
New York City

My dear Bert:

Pursuant to a telegram from Mr. Joseph M. Schenck requesting the adjournment of the holding of the annual meeting of the United Artists Corporation to the 21st day of June, 1928 at the same time and place because Mr. Schenck expects to be in New York at that time, may I suggest that at the adjourned meeting held on May 11th, we then adjourn to the above date of June 21st at the same place and hour.

I trust this meets with your approval.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

CONSOLIDATED FILM INDUSTRIES, INC.

EXECUTIVE OFFICES

1501-1503 WEST 46TH STREET - NEW YORK

TELEPHONE AUDUBON 7313

May 9th 1926.

KINDLY ADDRESS
ALL COMMUNICATIONS
TO THE CORPORATION

D. W. Griffith, Inc.,
#729 Seventh Ave.,
New York City.

Gentlemen:-

Due to the rigid Fire Department regulations concerning the storage of old negatives, we are reluctantly compelled to request you to furnish us shipping instructions for negatives which we are at present storing for your account as follows:-

"IDOL DANCER"
HOME SWEET HOME"
"AMERICA"
"BROKEN BLOSSOMS"
"ORPHANS OF THE STORM"
✓"WAY DOWN EAST"
"ONE EXCITING NIGHT"
"AVENGING CONSCIENCE"
"BABYLON"
"INTOLERANCE"
✓"LOVE FLOWER"
✓"MOTHER AND THE LAW"
"HEARTS OF THE WORLD"

We understand that Lloyds Film Storage Company store old negatives at a very low rate, and we suggest that you make arrangements with Lloyds Film Storage Company, #130 West 46th St., New York City to receive same.

Awaiting your reply, we remain

Very respectfully yours,
CONSOLIDATED FILM INDUSTRIES, INC.,

A. C. Raffo

A. C. RAFFO

ACR:LED.

H Rose
Judith of Bethulia

Agreements with this Corporation are accepted with the understanding that all film delivered to it is covered by the owner against loss.
This Corporation takes every necessary precaution for the safe keeping of the film, but assumes no responsibility for its loss.

Telephone Harrison 1210

United Artists Corporation of Illinois
804 South Wabash Avenue
Chicago, Illinois

May 9, 1928

Miss C. M. Conway
c/o D. W. Griffith, Inc.,
502, 729 Seventh Avenue,
New York , N. Y.

Dear Miss Conway:

I have today written Mr. Beach requesting that he give you a check in the amount of $200, which you will please deposit to my account so that I may draw against it here.

Would appreciate your advising me when this deposit is made. Sure Please

Kindest regards.

Very truly yours,

Edward Lindemay

EL KF

May 10, 1926.

Mr. H. Buckley,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Buckley,

Attached hereto you will find copy of letter we received from the Consolidated Film Industries, Inc., regarding the removal of practically all of the negatives of our pictures which they have in their possession.

Will you please be kind enough to communicate with the Consolidated regarding this matter inasmuch as we see no reason or necessity for this removal. We rather imagine that the cause for it is the fact that lately there have been very few prints of these productions ordered, but the Consolidated should not lose sight of the fact that their west coast laboratory is making the prints of "DRUMS OF LOVE" and will no doubt do likewise on Mr. Griffith's next pictures. Of course, if they insist upon the removal of these negative it will be done, but I am quite sure at that time Mr. Griffith will decide that his other productions can be handled just as well elsewhere.

Many thanks for your courtesy in this matter and we would appreciate hearing from you as soon as convenient.

Very truly yours,

D. W. Griffith, Inc.

Asst. Treas.

cc/S

D. W. GRIFFITH COLLECTION,
MUSEUM OF MODERN ART FILM LIBRARY

ELECTRICAL RESEARCH PRODUCTS INC.

AND

UNITED ARTISTS CORPORATION

Copyright Music Agreement

Dated MAY 11, 1928

PRESS OF FREMONT PAYNE, NEW YORK CITY

THIS AGREEMENT, made the 11 day of May 1928, by and between Electrical Research Products Inc., a Delaware corporation (hereinafter called Products), party of the first part, and United Artists Corporation, a Delaware corporation (hereinafter called Licensee), party of the second part:

WITNESSETH:

Whereas, Products and Licensee entered into an agreement dated May 11, 1928, whereby Licensee is granted certain licenses and under which it is to be furnished certain equipment with respect to the recording of sound; and

Whereas, Products has entered into an agreement, a copy of which is hereto annexed marked "Exhibit A" and by this reference made a part hereof, (hereinafter called Copyright Agreement) dated September 5, 1927, with Edwin C. Mills acting on behalf of and as agent and trustee for certain persons, firms and corporations therein referred to, for the purpose of making available to the licensees of Products who share in the obligations and expenses incurred by Products under and in connection therewith, rights to make sound records of copyrighted musical compositions, and of making available certain of the benefits of said Copyright Agreement to exhibitors who may use sound records under license from Products, and Licensee is desirous of availing itself of rights under said Copyright Agreement;

Now, therefore, in consideration of the agreements herein contained, and of the rights herein granted, the parties hereto agree as follows:

1. All definitions given in said Copyright Agreement shall be deemed to apply to this agreement.

2. Products hereby grants and agrees to grant to Licensee, so far as and to the extent that Products acquires or shall acquire rights under said Copyright Agreement

as to do, a non-exclusive, non-assignable license which, except as herein otherwise provided, is and shall be of the same character and scope, and subject to the same conditions and limitations as the licenses acquired and to be acquired by Products in and by said Copyright Agreement.

3. No rights are herein granted or agreed to be granted to Licensee to grant sublicenses or to extend to others any of the rights acquired or to be acquired by Licensee hereunder, but Products will from time to time, upon the written request of Licensee, grant to those exhibitors of motion pictures to whom Licensee sells or leases (for the uses permitted by said Copyright Agreement) any sound records of any musical composition covered thereby, permission (so far as and to the extent that Products has or shall acquire such rights) to reproduce publicly the said copyrighted musical compositions by the use of said sound records in conjunction with sound reproducing equipment furnished or which may hereafter be furnished to such exhibitors by Products, such permission to be pursuant to and subject to all the conditions and limitations of said Copyright Agreement and of this agreement.

4. Licensee agrees to conform to and observe all of the conditions and limitations of said Copyright Agreement and hereby assumes and agrees to perform to and for the benefit of Products obligations similar in every respect to the obligations which in said Copyright Agreement Products assumes or agrees to perform, except with reference to payments required in said Copyright Agreement to be made by Products which shall be governed by the provisions of section 5 hereof.

5. It is understood and agreed that Products has entered into said Copyright Agreement for the benefit of its licensees who have been, are or are hereafter to be granted rights by Products pursuant to and under said Copyright Agreement to make sound records of musical compositions covered thereby, and that said licensees are to re-

Have Products of all expenses and liability by reason thereof. To this end Products will equitably apportion between said licensees the payments required in said Copyright Agreement to be made by Products and the expenses which Products may incur, or for which Products may become liable, in performing and carrying out the terms and provisions of said Copyright Agreement, and also the expenses (including damages, costs and counsel fees) in connection with, or on account of, or arising from any litigation with respect to the subject matter of said Copyright Agreement, except that Licensee shall not be liable for any contribution toward or for any part of any loss, damage or expense that Products may suffer, incur or assume by reason of any act or omission of any licensee of Products other than Licensee or its associated companies. Licensee agrees to pay Products the amounts apportioned as aforesaid by Products to Licensee at the times provided in section 6 hereof.

6. Licensee agrees to give to Products the notices and information required by said Copyright Agreement at least five (5) days (exclusive of Sundays and holidays) before Products is required to give corresponding notices and information under said Copyright Agreement, and Licensee agrees to make all payments hereunder on or before the 20th day of the month following that in which invoice is rendered therefor by Products.

7. Licensee agrees that it is and will remain directly and primarily responsible to Products for all uses and productions, reproductions or performances of or by the use of any sound records made, used, leased or sold by Licensee and those acting by its authority, and Licensee agrees to indemnify and save and keep Products harmless from any and all liability which Products may incur and from all damage which Products may suffer, on account of any act, omission, matter or thing in respect of which, by reason of the grant of this license or by reason of Licensee's position as a sub-licensee under said Copyright

Agreement, Products is or becomes in any way responsible or liable under said Copyright Agreement.

8. All dealings with said Mills, or the persons, firms or corporations for whom he is acting, relating to said Copyright Agreement shall be carried on through Products, and not directly by Licensee, and Licensee agrees to conform to such procedure as Products may from time to time specify relative to obtaining information and rights from music publishers under said Copyright Agreement. Licensee further agrees that Products may from time to time agree with said Mills on interpretations of, and upon the manner of operating under said Copyright Agreement, and that Licensee will abide thereby; provided, that Products will from time to time advise Licensee of matters relating to said Copyright Agreement which affect the interests of Licensee.

9. This agreement shall become effective as of .... and shall continue in force so long as said Copyright Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized and their corporate seals to be affixed the day and year first above written.

ELECTRICAL RESEARCH PRODUCTS INC.,

By J. E. Otterson
President.

Attest:

E. R. Finch
Asst. Secretary.

United Artists Corporation

By Joseph M. Schenck
President.

Attest:

Albert H. T. Bamhaf
Secretary.

"EXHIBIT A."

AGREEMENT made as of the 5th day of September, One thousand nine hundred and twenty-seven, BETWEEN

EDWIN C. MILLS, acting on behalf of and as agent and trustee for the persons, firms and corporations specified in Schedule "A" hereto attached and made a part hereof, and such other persons, firms and corporations as may from time to time voluntarily become parties to this agreement on the same terms as are specified in connection with the parties set forth in said schedule, (said Mills in his capacity of agent and trustee as aforesaid being hereinafter referred to as Licensor, and the persons, firms and corporations for whom he is or shall be so acting being hereinafter referred to as his principals) and ELECTRICAL RESEARCH PRODUCTS INC., a Delaware corporation, (hereinafter called Licensee):

WHEREAS, Licensor represents that his principals own or control or have the right to grant licenses as hereinafter set forth in respect of certain copyrighted musical compositions, including all rights of the character herein granted and agreed to be granted, and that said Licensor has full authority to represent and bind his principals in the granting of the rights and license and in making the agreements herein contained; and

WHEREAS, Licensee is engaged in the business, amongst other things, of furnishing to producers and exhibitors of motion pictures certain apparatus for the electrical recording and reproduction of sound, either incidental to or in synchronism with the taking or exhibition of motion pictures; and Licensee is desirous of acquiring a license, including the right to grant sublicenses to others, as hereinafter set forth, under and in respect of the copyrighted musical compositions above referred to;

Now, in consideration of the premises and of the agreements herein contained, the parties hereto agree as follows:

1. The license herein granted and agreed to be granted is, to the extent and for the purposes hereinafter stated, under all copyrights and rights to grant licenses, in respect of musical compositions, which are now owned or controlled or may hereafter during the term of this agreement be owned or controlled by Licensor's principals, or any of them, or with respect to which they, or any of them, may now or hereafter have the right to grant licenses.

2. Wherever the term "musical composition" is used herein it shall be construed to mean a separate or single song, or instrumental piece, or a fragment or arrangement thereof, in whole or in part. The term "musical composition" shall under no circumstances be construed to mean, include or embrace any dramatico-musical work, musical play, play with music, musical comedy, opera, operetta, symphonic work or such like production, in whole or in part; provided, however, that Licensor agrees he will endeavor as far as he reasonably can to obtain consents to the use of such works for the general purposes of this contract on request of Licensee, without additional compensation therefor. The license hereby granted shall, however, include recordings of any of the foregoing compositions, the performance of which is permissible under the license and practice of the American Society of Composers, Authors and Publishers; provided the foregoing shall not embrace or extend to a motion picture representation of any artist or group of players giving a dramatic representation of any such restricted composition. This license shall not be construed to include any right whatever to adapt as scenario the plot or story of any musical composition in the making of a motion picture, or to use the title thereof as the title or a sub-title of a motion picture, but this prohibition against such use shall not be deemed to mean that the title cannot be used for the purpose of identifying a musical composition.

3. Licensor hereby grants to Licensee (with the exceptions and upon the terms and conditions hereinafter set forth) the right and license:

(a) To record said musical compositions or any of them in any manner, medium or form, to make copies of such recordings, and to produce and reproduce said musical compositions publicly, but only by means of apparatus for the reproduction of sound operated or controlled through the agency of said recordings (or copies thereof) in, on or as a part of such apparatus, which apparatus has been or shall be furnished by Licensee or its sublicensees to producers, distributors or exhibitors of motion pictures only; and to use, lease and sell such recordings and copies thereof, but only for the purpose of reproduction by said apparatus.

(b) To grant sublicenses hereunder, subject to the exception that no sublicenses may be granted to the General Electric Company or to the Radio Corporation of America, or any subsidiary of either or both, or to any person, firm or corporation not engaged in producing, distributing or exhibiting motion pictures or recording music for use in connection therewith, and that no sublicenses may be granted for the reproduction of said musical compositions on any apparatus other than that manufactured for or by Licensee.

4. The license herein granted and agreed to be granted hereunder shall embrace the United States and Canada and shall subsist during the life of this contract and throughout the term of the United States and Canadian copyrights respectively in each musical composition recorded, notwithstanding the expiration or termination of this contract; provided, nevertheless, that nothing herein contained shall give Licensee the right after the expiration of this agreement to make any new or original master shells and/or new master recordings, and/or new and original photograph negatives corresponding in purpose

to master shells or master recordings; and provided further, that in case after the expiration of the five year period herein provided for, Licensee shall give public reproductions for profit or license others so to do of any of the recordings herein provided for, Licensee agrees to pay to Licensor in the manner hereinafter outlined a sum equal to five cents for each seat in each theatre or place of public entertainment where such reproduction may thereafter be given, for each year of performance, payments to be made as hereinafter provided, as in the cases of payment to be made during the third, fourth and fifth years of the term hereby provided for.

5. Before Licensee or any sublicensees hereunder shall record any copyrighted musical composition under the license herein granted, Licensee shall give written notice to Licensor of the intention so to do, giving the name of the sublicensee who or which proposes to make such recordings, and giving the titles of all musical compositions intended to be used which are copyrighted by any of Licensor's principals and the name of the composer, author and publisher, if any, thereof, insofar in each case as such information may be disclosed on the sheet music used in recording the said composition. Licensor agrees promptly to cause to be issued a confirmatory license to Licensee on behalf of the party in whose name such musical composition is copyrighted, in the form attached hereto marked Schedule "B."

6. The license herein granted and agreed to be granted in respect of public production or reproduction shall, as to any musical compositions which are or which may during the term of this contract be in the repertoire of the American Society of Composers, Authors and Publishers (herein referred to as the Society), apply only for such public production and reproduction in theatres or places of public entertainment which at the time hold or may obtain licenses from the Society to publicly perform the

musical composition in question. Licensor agrees that there shall be no discrimination practiced by the Society in any respect at any time as long as the provisions of this agreement remain in effect, against public renditions of any and all recordings made hereunder as distinguished from public vocal or instrumental performances thereof; that the Society will, without additional or separate charge over and above its regular and customary charge as in effect from time to time for licenses for public instrumental performance in motion picture theatres and places of public entertainment, permit the public rendition of such recordings in all such theatres or such places as hold or may hereafter hold the Society's said licenses, and that the Society will, on the same terms, grant such licenses to the proprietors of any theatres or places of public entertainment which may desire to give public renditions of recordings made hereunder. Licensor further agrees that the Society will not withdraw from its licenses any musical number covered by this agreement after issuance of the confirmatory licenses herein provided for; that is to say, that the Society will not prevent the public rendition of any such number in any place holding the Society's license after the issuance of confirmatory license therefor by Licensor.

7. Licensee hereby agrees to furnish to Licensors within twenty (20) days after the first public performance by it or any sublicensees hereunder of any copyrighted musical composition covered by this agreement, a list showing as to each and every musical number used or intended to be used in such public performance:

(a) The information referred to in Section 5 hereof, and

(b) The extent of the use of said composition, i. e., whether in its entirety as a selection, or only a fragment or portion thereof, as part of a musical score, or in a medley of numbers; and in the latter two cases the list

shall show the number of bars used, and if repeated in the score or medley, the number of such repetitions and the name of the artist or orchestra rendering the same. Such list shall be complete as to all musical compositions copyrighted or published (whether copyrighted or not) by any of Licensor's principals.

8. The license herein granted and agreed to be granted is and shall be non-exclusive.

9. Licensee agrees to pay Licensor for the license hereby granted in the following sums:

Two and one-half cents (2½¢) during the first year of this agreement for each seat in each theatre or place of public entertainment in which any musical compositions covered by this agreement may be publicly produced or reproduced for profit under this license or under any sub-license hereunder;

Three and one-half cents (3½¢) for each such seat during the second year;

Three and one-half cents (3½¢) for each such seat during the third year;

Five cents (5¢) for each such seat during the fourth year; and

Five cents (5¢) for each such seat during the fifth year.

It is understood in this connection that in each year the above rates shall be paid even though but one performance be given in a theatre or place of public entertainment in that year under this license, but that on the other hand no additional sum is to be paid for additional performances given during each of the said contract years in question, and that the fact that payment for any given theatre is made for any one year shall not be deemed to require payment for any following year unless one or more performances be given in such subsequent year in such theatre, of any such recording.

10. It is understood and agreed, however, that Licensee shall pay at least the sum of One hundred thousand ($100,000) Dollars for the first year of this license, and at least the sum of One hundred and twenty-five thousand ($125,000) Dollars for the second year of this license, whether or not the total of the amounts hereinabove stipulated equal said yearly minimum, such payments to be in the nature of an advance against the amounts above stipulated for each of the years in question, and no parts of the said advances are to be repaid in any event to Licensee because of the fact that the total sums for each year, calculated at the seat rate above set forth, may not equal or amount to said advances in each said year. Said minimum amounts shall be payable as follows:

Twenty-five thousand ($25,000) Dollars on the signing of this contract, the receipt whereof is hereby acknowledged;

Twenty-five thousand ($25,000) Dollars on the 5th day of each of the months of December, 1927; March and June, 1928;

Thirty-one thousand two hundred and fifty ($31,250) Dollars on the 5th day of each of the months of September and December, 1928; March and June, 1929.

As to any and all sums payable over and above the aforesaid minimum amounts in said first and second years, and as to all payments to be made hereunder during the third, fourth and fifth years, it is agreed as follows:

Licensee agrees that on or before the 20th day of each month, it will notify Licensor in writing as to each theatre or place of public entertainment where any number covered by this license shall have been publicly produced or reproduced for profit under this license for the first time within the calendar month next preceding, giving name, date, location of theatre or place of public entertainment, total of said seats; and will at the time of said notification pay any license fees which may then be due and payable hereunder therefor. This provision shall, however, not be construed as requiring Licensee to give more than

one notice with respect to any given theatre or place of public entertainment during each year of the continuance of this license.

Licensee may give demonstration performances of recordings which include compositions within the purview of this license, and performances in educational and religious institutions for which no charge is made either by Licensee for use of apparatus or by the institution for special admission, without paying for such performances the seat rates hereinbefore provided.

11. Licensor agrees that neither he nor his principals, either individually or as a part of a group or association, whether equal in number or otherwise to the parties set forth in Schedule "A," will grant to any other person, firm or corporation a license or licenses with respect to the whole or any part of the rights comprised in the license granted hereunder on any terms which shall be lower or in any respect differ, except as to shorter duration, from the terms of payment hereinafter provided for and the other provisions of this agreement. In the event of a violation of this provision, it is understood and agreed that Licensee shall have the benefit of such lower terms, anything to the contrary herein notwithstanding, without prejudice to the exercise of any and all other remedies which Licensee may have for the breach of this provision of this license.

12. In the event of the death of Licensor, his successor shall be chosen by vote of the Board of Governors of the Music Publishers Protective Association, within ten (10) days after Licensor dies, and his name and address shall be communicated with notice of such choice within one week thereafter to Licensee. In the event that said Board of Governors does not choose a successor within said time and communicate the fact of his appointment to Licensee within said time in writing by registered mail, then the appointment of said successor shall be made by the then

presiding Chief Justice of the Appellate Division of the Supreme Court of the State of New York, in and for the First Department, on request of either Licensee or of any of the parties referred to in Schedule "A." On said successor being chosen, or appointed as aforesaid, and on said notice of appointment being given as above provided, said successor as Agent and Trustee shall be vested with all the powers and rights, and be subject to all the liabilities of Licensor hereunder, with the same force and effect, from the date of his becoming Licensor hereunder, as if he had been the original Licensor.

13. In the event of any breach of this agreement by Licensee, Licensor shall have the right to give thirty (30) days' notice thereof to Licensee, and Licensee shall have thirty (30) days in which to comply with said notice and remedy said default or breach. If the said breach or default be not remedied within the said time, Licensor shall have the right to terminate this agreement and all rights granted thereunder by notice to Licensee.

14. The notices, reports and payments to be given or made to Licensor hereunder shall be given or made to said Edwin C. Mills, addressed to Paramount Building, 1501 Broadway, New York City, New York, or such other address as he may designate by notice in writing to Licensee, and when so given or made shall be as complete and effective as if given or made to each and every one of the parties for whom said Licensor is acting hereunder. All notices under this agreement shall be in writing, sent by registered mail; said notices shall be given to Licensee at 195 Broadway, New York City, New York, or such other address as Licensee may designate by notice in writing to Licensor.

15. This agreement shall bind the heirs, executors, administrators and successors of the parties to this agreement and of the parties on whose behalf it is made by said

Edwin C. Mills, and inure to the benefit of Licensee, and its successors, and subject to the foregoing, to the persons, firms and corporations which may operate motion picture theatres and places of public entertainment as aforesaid in which said recordings may be publicly reproduced.

16. This agreement may be assigned by Licensee to any company controlling or controlled by Licensee, or controlled by the same interests which control Licensee, provided that at or before the time of such assignment Licensee guarantees in writing to Licensor that such assignee shall well and faithfully perform every agreement herein contained thereafter to be performed by Licensee thereunder.

17. This agreement shall be effective as of the date hereof and shall continue in force for the term of five (5) years from and after said date.

In witness whereof, the parties to this agreement have caused these presents to be signed and their respective seals to be hereunto affixed as of the day and year first above written.

Edwin C. Mills. L. S.

Witness:

Arthur W. Weil.

Electrical Research Products Inc.,
(Seal) By J. E. Otterson,
Vice-President.

Attest:

H. B. Gilmore,
Secretary.

SCHEDULE "A".

Ager, Yellen & Bernstein, Inc.	New York City
Emil Ascher, Inc.	New York City
Belwin, Inc.	New York City
Irving Berlin, Inc.	New York City
Irving Berlin Standard Music Co.	New York City
Carrie Jacobs Bond & Son	New York City
Boston Music Company	New York City
Bossey & Company	New York City
Bibo, Bloedon & Lang, Inc.	New York City
The John Church Company	New York City
L. B. Curtis	New York City
Dixon-Lane, Inc.	St. Louis
De Sylva Brown & Henderson, Inc.	New York City
Oliver Ditson Company	Boston
Leo. Feist, Inc.	New York City
Carl Fischer, Inc.	New York City
J. Fischer & Bro.	New York City
Harold Flammer, Inc.	New York City
Sam Fox Publishing Co.	Cleveland
Forster Music Publisher, Inc.	Chicago
Estate of Hamilton S. Gordon	New York City
Charles K. Harris	New York City
Handy Brothers Music Company	New York City
R. L. Huntzinger, Inc.	New York City
F. B. Haviland Publishing Co.	New York City
Walter Jacobs, Inc.	Boston
Rose Jungnickel, Inc.	New York City
Lorenz Publishing Company	Dayton, O.
Manus Music Company	New York City
Melrose Brothers Music Co.	Chicago
Jack Mills, Inc.	New York City
Music Buyers Corporation	New York City
Edward B. Marks Music Co.	New York City
Joe Morris Music Company	New York City

Otto Motzan	
Photoplay Music Company	New York City
Pioneer Music Pub. Co.	New York City
E. T. Paull Music Co.	New York City
Wm. A. Pond & Company	New York City
Jerome H. Remick & Co.	New York City
Robbins Music Corporation	New York City
Will Rossiter	Chicago
G. Schirmer, Inc.	New York City
Shapiro, Bernstein & Company	New York City
Sherman, Clay & Company	San Francisco
Skidmore Music Company	New York City
George H. Sanders Company	New York City
Triangle Music Company	New York City
Villa Moret, Inc.	San Francisco
Harry Von Tilzer Music Pub. Co.	New York City
Waterson, Berlin & Snyder Co.	New York City
Milton Weil Music Company	Chicago
Willis Music Company	Cincinnati
White-Smith Music Publishing Co.	Boston
Clarence Williams Music Pub. Co.	New York City
M. Witmark & Sons	New York City
A. J. Stasny Music Co.	New York City
Broadway Music Corp.	New York City

SCHEDULE "B".

New York, N. Y., ... 192..

To

E. C. Mills, as Agent and Trustee,
1501 Broadway, New York, N. Y.

No. .....

Application is hereby made for issuance of confirmatory license under agreement dated as of September 5, 1927, in respect of the musical composition described below.

Electrical Research Products Inc.,

By .....

Title of Composition: .....

Composer..... Author.....

Publisher .....

Portion Used..... No. Times Used.....

Played or Sung by.....

*Proposed Use.....

Remarks:

Title of
Photoplay:

(*) Under "Proposed Use" please state if composition rendered as a solo or selection, as incidental music, overture or part of medley.

Note: Three copies of this application to be forwarded. Please do not fill in below.

New York, N. Y., ...192....

To

Electrical Research Products Inc.,
New York, N. Y.

License as above applied for is hereby issued, subject to all the conditions and provisions of agreement dated as of September 5, 1927.

.....
E. C. Mills, Agent & Trustee.

Form 1201

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

GR FLA 9

CHICAGO ILL 9118A MAY 12 1928

MISS C M CONWAY

729 SEVENTH AVE CARE D W GRIFFITH INC

PLEASE WIRE FIGURES DRUMS TO ME AT CONGRESS HOTEL

EDW LINDEMAN

1056A

Form 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 427 So. LaSalle St., Chicago, Ill. Telephone Wabash 4321

1928 MAY 12 AM 11 38

NJ359 31 DL=XD NEWYORK NY 12 1208P

EDW LINDEMAN=

CONGRESS HOTEL CHICAGO ILL=

WEEKS GROSS RIALTO BOKKK DOLLARS CK CENTS STOP WEEKS BUSINESS UNITED C PERCENTAGE SS GUARANTEE CONTRACTS AMOUNT RESO DOLLARS KE CENTS STOP WILL DEPOSIT TWO HUNDRED DOLLARS FROM BEACH MONDAY REGARDS=

C M CONWAY.

Form 1201-B

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable sign above or preced-ing the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "WEST" 1928 MAY 12 PM 2 56

NB476 13 COLLECT=ALBANY NY 12 236P

ALBERT H T BANZHAF= 40chg

COUNSELOR AT LAW 130 WEST 42 ST=

NUMBER 13 IS ON THE DAY CALENDAR FOR TUESDAY MAY 15TH=

JOHN S HERRICK.

Notified N. G. Thomas

Form 60-681 1-49

INTER OFFICE RUSHGRAM

To MR. LINDEMAN

From MISS RUSK

Date MAY 12,1938

Please be advised that DRUMS OF LOVE has been passed by the Quebec Censor Board.

We are just in receipt of this information from our Canadian representative.

MARY W RUSK

FG

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

May 18, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 11th instant in the above matter, with its enclosure of check to our order for $500., for which please accept our thanks.

Yours very truly,

Harold H. Kaufman
xxx

Harold H. Kaufman
Adjustment Dept.

Form 1201-A

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
DLR = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 427 So. LaSalle St., Chicago, Ill. Telephone Wabash 4441

NC83 26 DL CNT QTNS=XD NEWYORK NY 14 1056A MAY 14 AM 10 22

E LINDEMAN=

CONGRESS HOTEL CHICAGO ILL=

MISTER LICHTMAN HAS CALLED SALES MEETING "DRAKE HOTEL" SUNDAY MAY TWENTIETH STOP OTHER REPRESENTATIVES ARE GOING TO ATTEND STOP ADVISE WALLACE IF YOU WANT RESERVATION=

C E SMITH.

217

STATE OF NEW YORK
DEPARTMENT OF LAW
ALBANY May 14, 1926

ALBERT OTTINGER
ATTORNEY GENERAL

People ex rel. D. W. GRIFFITH, INC. vs State Tax Commission

Albert H. T. Banzhaf, Esq.,
130 W. 42nd Street,
New York City.

Dear Sir:

I enclose herewith and serve upon you three copies of Brief for Respondents in the Appellate Division in the above entitled proceeding.

Very truly yours,

ALBERT OTTINGER,
Attorney-General,

BY - A. L. O'Connell
Chief Record Clerk.

ALO'C:R
Encs

Form 1001-B

CLASS OF SERVICE

This is a Defferred Telegram, or Cable-gram, unless its defferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — A. N. WILLEVER, FIRST VICE-PRESIDENT

"The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME."

Received at 427 So. LaSalle St., Chicago, Ill. Telephone Wabash 4487

NH204 24 DL=XD NEWYORK NY 15 345A

E L LINDEMAN=

CONGRESS HOTEL CHICAGO ILL=

1928 MAY 15 AM 9 05

REVISED TOTAL UNITED BUSINESS WEEK MAY TWELFTH BGE GUARANTEE AK PERCENTAGE CONTRACTS MONEY BBEKL DOLLARS KE CENTS STOP DEPOSITED CHECK TWO HUNDRED YESTERDAY REGARDS=

C M CONWAY.

INDIVIDUAL FILMS, INC.
ROAD SHOW DEPARTMENT
Sixth Floor
PARAMOUNT BUILDING
TIMES SQUARE, NEW YORK
CHICKERING 7030

A. GRIFFITH GREY
GENERAL MANAGER

May 19, 1928.

Mr. Edward L. Lindeman,
Congress Hotel,
Chicago, Ill.

Dear Lindeman:

Your letter of May 18th received. I don't know anything else for you to do but merely stay in Chicago until this man makes a move.

When you are visiting the newspaper people, are you talking "The Battle of the Sexes" to them? This I think is very important. Try to impress upon the people that owing to this most unusual cast, the picture is going to be not only a good one, but a costly one as Mr. Griffith has put a great deal of time on the story, aside from his usual painstaking detail. I think the mistake the United Artists made in their publicity on "Drums of Love," or perhaps it was the Griffith publicity, was in sending out word as to how far ahead Mr. Griffith was on his "takes", and how much under his budget he was, all of which merely tended to make the exhibitor believe that he had got just a cheap picture. So, just try to get the other idea out on "The Battle of the Sexes," that it is not a cheap picture, but a costly one, and one that he has taken a great deal of pains with, and it should be a very wonderful picture.

When you see Miss Flynn next, if you can curb your dialect so that she, a person who lives on the North Side, can understand you, wish you would give her my very best regards and tell her I'd like very much to see her.

With kindest regards and all good wishes,

Sincerely,

A. Griffith Grey
per W.

AGG:w
(Dictated but not read)

Telephone Harrison 1910

United Artists Corporation of Illinois

804 South Wabash Avenue

Chicago, Illinois

May 15th.

Dear Miss Gumey.

I have received your wires as to business week ending May 12th, and also the good news that money is deposited.

Will be here until Sunday or Monday as the United Artists are holding a convention here beginning the 20th, and I will stay for that unless I shulud find it necessary to leave and in that event will advise you.

Kindest Regards,

Very Truly Yours,

Edward Lindemann

[Please preserve this circular. You will need it to refer to in making subscription payments.]

AMERICAN TELEPHONE AND TELEGRAPH COMPANY
BELL SYSTEM

WALTER S. GIFFORD
PRESIDENT

195 BROADWAY

NEW YORK, May 16, 1928.

Offer of Additional Shares of Stock to Stockholders for Subscription

TO THE STOCKHOLDERS:

Additional stock of the Company is offered to the stockholders for subscription at par. The purpose of the issue, amounting to approximately $185,000,000, is to provide funds for new construction needed by the Bell System to care for additional business resulting from the constantly greater use of telephone service.

Stockholders of record at the close of business on June 1, 1928, are entitled to subscribe in the proportion of one share for each six shares then held as shown by the books of the Company. Warrants will be mailed on June 11, 1928.

Subscriptions must be made before the close of business on August 1, 1928. Payments will be spread over a period of eight months.

The full details of the offer will be found on the following pages.

Walter S. Gifford

President.

OFFER OF ADDITIONAL SHARES OF CAPITAL STOCK OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY TO STOCKHOLDERS FOR SUBSCRIPTION

Record date for Rights	*Mailing date for Warrants*	*Closing date for Subscriptions*
June 1, 1928	June 11, 1928	August 1, 1928

NEW YORK, N. Y., May 16, 1928.

TO THE STOCKHOLDERS:

This Company hereby offers to its stockholders additional shares of its capital stock for subscription at par, $100 per share, as follows:

Stockholders Entitled to Subscribe: Stockholders of record at the close of business on Friday, June 1, 1928, will be entitled to subscribe for additional stock in the proportion of one share of stock for each six shares of stock then held by them as shown by the books of the Company.

Expiration of Offer: The subscription privilege will expire at the close of business on Wednesday, August 1, 1928.

The manner in which the subscription privilege is to be exercised is described below.

Subscription Rights: One "right" attaches to each share of stock outstanding at the close of business on June 1, 1928. Stockholders of that date are entitled to subscription rights on the basis of shares then registered in their names. Six rights are required to subscribe for each share of the additional stock. Prices quoted for rights sold in the market are for the right to subscribe for one-sixth of a share. Subscriptions will be accepted by the Company for full shares only.

Issue of Warrants: On June 11th warrants will be mailed to the stockholders evidencing their subscription rights and specifying the number of shares for which each is entitled to subscribe under this offer.

Warrants will be of two kinds: (1) Full Share Warrants, entitling the holder to subscribe for one or more full shares of this stock and representing six rights or multiples thereof; and (2) Fractional Warrants, for less than a full share, entitling the holder to subscribe for one or more sixths of a share and representing less than six rights.

Rights evidenced by warrants may be transferred to others by assignments duly executed in the form printed upon the warrants. Combinations of warrants for fractional shares to permit subscriptions for full shares may be made through their purchase and sale.

Holders desiring to divide warrants may return them to the Treasurer at his office named below, and the Treasurer will issue in exchange for them new warrants aggregating the same number of rights divided as the holder may have indicated.

Subscriptions: Subscriptions must be made by executing the subscription agreements on the face of the warrants and delivering them with the payments then due to H. Blair-Smith, Treasurer, at his office at 195 Broadway, New York, N. Y., before the close of business on August 1, 1928. Subscriptions will be accepted for full shares only.

Payments: Payments for shares subscribed for must be made to the Treasurer at his office named above in three installments of $20.00, $40.00 and $40.00 per share before the close of business on the dates stated below. Warrants for the required number of rights, duly signed for subscription in the space provided on their face, must accompany the first payment. Checks, drafts and money orders should be drawn to the order of the American Telephone and Telegraph Company and must be payable in United States funds on institutions located therein.

Interest at the rate of 5% per annum, amounting to $1.35 per share, will be allowed on the first two installment payments from their respective due dates to April 1, 1929, when it will be paid by crediting the amount on the final installment payment. The net cash payments upon subscriptions under this offer, taking into account the interest credited, are therefore as follows:

August 1, 1928	$20.00 per share
December 1, 1928	40.00 per share
April 1, 1929 ($40 less $1.35)	38.65 per share

Payments received prior to their due dates will draw interest only from such due dates.

The stock so paid for will be issued as of April 1, 1929, and the certificates will be delivered as soon thereafter as practicable. This stock will participate in dividends payable after April 15, 1929.

Option 1. Full Payment Permitted on August 1, 1928, at $103.40 per Share.

Subscribers will be permitted to anticipate the installment payments and to pay the full amount on August 1, 1928, provided in such case they pay $3.40 per share in addition to the par value of the stock as adjustment of the excess of 9% dividends over interest at the rate of 5% to April 1, 1929, making the full payment on August 1, 1928, $103.40 per share.

NOTE: This amount of $3.40 per share is computed in the following manner:

Three quarterly dividends at $2.25 each per share	$6.75
Less—Interest on $100 at 5% from August 1, 1928, to April 1, 1929	3.35
Amount by which dividends exceed 5% interest	$3.40

Stock will be issued and certificates delivered as soon after the date of payment as practicable except that no stock will be issued prior to July 1, 1928. No interest allowance will be made because of payments received prior to the due date, August 1, 1928.

This stock will participate in dividends payable after August 1, 1928.

Option 2. Anticipation of Final Payment of Installment Subscriptions Permitted on December 1, 1928, Upon Payment of $82.50 per Share.

Subscribers who have paid the installment due August 1, 1928, will be permitted to pay the two remaining installments of $40 each on December 1, 1928, provided in such case they pay $2.50 per share in addition to the amount of the installment payments as adjustment of the excess of 9% dividends over interest at the rate of 5% to April 1, 1929, making the payment on December 1, 1928, $82.50 per share.

Note: This amount of $2.19 per share is computed in the following manner:

Two quarterly dividends at $2.21 each per share			$4.19
Less	Interest on first installment of $20 at 1% from August 1, 1928, to April 1, 1929	$0.67	
	Interest on two remaining installments of $60 at 1% from December 1, 1928, to April 1, 1929	1.11	2.00
	Amount by which dividends exceed 1% interest		$2.19

Stock will be issued and certificates delivered as soon after the date of payment as practicable, except that no stock will be issued prior to October 1, 1928. No interest allowance will be made because of payments received prior to the due date, December 1, 1928.

This stock will participate in dividends payable after December 1, 1928.

Receipts: The Treasurer will acknowledge the receipt by him of subscriptions and of payments.

Negotiable receipts in exchange for the receipts above mentioned will be issued if requested, entitling the person named therein or his assignee to the shares of new stock specified therein upon compliance with the subscription terms. Credit for each installment paid after their issue must be endorsed upon such negotiable receipts and for this purpose they must be delivered to the Treasurer with each such payment.

Delivery of Stock Certificates: Certificates, unless otherwise ordered, will be delivered by registered mail as directed in the subscription agreements. If a negotiable receipt has been issued in any case, the stock certificate will be delivered only upon surrender of such receipt. No stock will be issued upon subscriptions not fully paid.

Stockholders in the United States: Stockholders in the United States desiring information and assistance in connection with the making of subscriptions should not hesitate to consult a bank or a responsible broker, or they may communicate with the local Bell Telephone Commercial Office where such assistance as it may be possible to render will be given.

Stockholders in Europe: Stockholders in Europe desiring information or assistance in connection with the making of subscriptions may communicate with the Bankers Trust Company, London, E. C. 2, England, and Paris, France; Messrs. Baring Brothers & Company, Ltd., London, E. C., England; or Messrs. Hope & Company, Amsterdam, Holland.

Correspondence: Correspondence with this Company relating to the foregoing should be addressed to H. Blair-Smith, Treasurer, 195 Broadway, New York, N. Y.

By order of the Directors,

Walter S. Gifford

President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201-6

CLASS OF SERVICE

This is a fullrate Telegram or Cable gram unless its ddferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1958 MAY 17 AM 12 25

SD357 GP NL=HOLLYWOOD CALIF 16

MISS C M CONWAY, D W GRIFFITH INC ROOM 501=
729 7 AVE NEWYORK NY

WHEN INTOLERANCE WAS SHOWN AT CAMEO SEVERAL YEARS AGO RICHARD WATTS IN TRIBUNE AND SEYMOUR STEARN IN SUN GAVE IT WONDERFUL REVIEWS MISTER GRIFFITH WANTS COPIES OF THESE REVIEWS NEXT WEEK STOP SINCE IT IS PROBABLY IMPOSSIBLE TO GET BACK NUMBERS PERHAPS THE ONLY THING YOU CAN DO IS TO LOOK THESE REVIEWS UP IN THE FILES AT THE LIBRARY AND HAVE PHOTOGRAPHIC COPIES MADE OF THEM THEY HAVE A SERVICE THERE TO DO THIS ABOUT FIVE COPIES EACH REGARDS TO EVERYBODY=

WILLARD.

5 copies each
Mailed Annual
Thursday 5/17/58
J. Mellard

Form 1201-S

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

Every Day is a Birthday

NEWCOMB CARLTON, PRESIDENT — A. C. WILLEVER, FIRST VICE-PRESIDENT

Full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at Wells St., Chicago, Ill. Friendship Week 1928

NS1 NEW YORK NY 19 1154A

1928 MAY 19 AM 11 07

EDW L LINDEMAN=
CONGRESS HOTEL CHICAGO ILL=

WEEKS BUSINESS UNITED A STRAIGHT PERCENTAGE HH GUARANTEE CONTRACT AMOUNT CBCH DOLLARS LK CENTS STOP REGARDS=

C M CONWAY.

3 St Petg
66 - guar
41 46 70 money

Form 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
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WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — A. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1928 MAY 19 PM 9 47

ISA321 101 NL=HD HOLLYWOOD CALIF 19

UNITED ARTISTS SALES CONVENTION, MR E LINDEMAN=
CONGRESS HOTEL CHICAGO ILL=

GENTLEMEN I AM REALLY VERY MUCH DELIGHTED TO SEND WORDS OF CONGRATULATIONS TO THIS THE BEST AND MOST EFFICIENT ORGANIZATION IN THE WORLD THE SALES FORCE OF THE UNITED ARTISTS IT IS A TREMENDOUS RELIEF AND A GREAT PLEASURE TO KNOW THAT IF ALL WE HAVE TO DO IS TO MAKE GOOD PICTURES YOU BOYS WILL DO THE REST AND SOMETHING PERHAPS STILL MORE IMPORTANT IS THAT ALTHOUGH THIS ORGANIZATION IS EFFICIENCY ITSELF IT HAS NOT GAINED THIS AT A SACRIFICE OF A KINDLY FEELING AND A SWEET SPIRIT OF COOPERATION AND COMRADESHIP MAY YOU ALL LIVE LONG AND PROSPER SINCERELY=

D W GRIFFITH.

CLASS OF SERVICE

This is a fullrate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

Form 1201-A

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

The time used in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1955 MAR 20 AM 6 15

SR60 25 NM=HOLLYWOOD CALIF 19

EDWARD LINDEMAN, CARE UNITED ARTISTS CORP=
729 SEVENTH AVE NEWYORK NY=

DO NOT DO ANYTHING REGARDING EMBASSY ENGAGEMENT OF EAST STOP
MR G ONLY WANTS YOUR OPINION EXHIBITOR REACTION TO
PROGRAM OUTLINED IN MY LETTER REGARDS=

R A KLINE.

"WAY DOWN EAST" ENGAGEMENT

ROGER SHERMAN THEATRE - NEW HAVEN, CONNECTICUT

May 20 - 26, 1928

Theatre agrees to furnish ten musicians and organist and add five extra musicians and the house and attraction agree to share the extra five musicians salaries 50/50.

Attraction to furnish effects and if stage hands other than the three regular house men are necessary the house and attraction will share 50/50 on the extra salaries.

Attraction furnishes all paper and house agrees to post.

House agrees to spend $500.00 in newspaper advertising.

Terms of the engagement WAY DOWN EAST, the exhibitor agrees to pay the distributor a license fee the guaranteed sum of $1000.00 (One Thousand Dollars) and 50% over $10,000.00, and if the distributor spends $250.00 extra in newspaper advertising the distributor shall receive 60% of all receipts in excess of $12,000.00

ROGER SHERMAN THEATRE THEATRE

DAILY BOX OFFICE STATEMENT

MAY 25 1928 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
10 ¢	[illegible]	[illegible]	[illegible]	16	10		
40 ¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
60 ¢	[illegible]	[illegible]	8	4	80		
20 ¢	[illegible]	[illegible]	54	10	80		
50 ¢	[illegible]	[illegible]	260	[illegible]	[illegible]		
60 ¢	[illegible]	[illegible]	508	304	80		
75 ¢	5944	5896	48	36	00		
¢	FREE						
10 ¢	1950	1950	—	—			
15 ¢	610	610	—	—			
20 ¢	302	302	—	—			
PASS.							
TOTAL				962	70		

PICTURES PLAYED: "Way Down East"
Movietone Vitaphone

OPPOSITION: OLYMPIA Garden of Eden

PALACE: Their Hour

BIJOU: Across to Singapore

WEATHER: Fine

MATINEE: $ 250.00

SIGNED: [illegible] MANAGER

ROGER SHERMAN THEATRE THEATRE

DAILY BOX OFFICE STATEMENT

MAY 24 1928 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
10¢	[illegible]	[illegible]	71	7	10		
40¢	[illegible]	[illegible]	700	280	00		
60¢	[illegible]	[illegible]	13	7	80		
20¢	[illegible]	[illegible]	[illegible]	[illegible]	20		
50¢	[illegible]	[illegible]	303	151	50		
60¢	[illegible]	[illegible]	907	[illegible]	20		
75¢	[illegible]	[illegible]	47	35	25		
¢	DISCHARGE						
10¢	1954	1953	1		10		
15¢	1[illegible]	1[illegible]	—	—			
20¢	302	302	—	—			
PASS.							
TOTAL				1032	25		

PICTURES PLAYED: "Way Down East"
Movietone Vitaphone

OPPOSITION: OLYMPIA Hold Them Yale
PALACE: Their Hour
BIJOU: Across To Singapore

WEATHER: Rain

MATINEE: $ 294 90

SIGNED: [illegible]
Acting MANAGER

ROGER SHERMAN THEATRE THEATRE

DAILY BOX OFFICE STATEMENT

MAY 23 1928 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
10 ¢	33160	33155	55	5	50		
40 ¢	37062	37046	16	6	40		
60 ¢	31063	31062	1	6	00		
20 ¢	42008	42971	37	7	40		
50 ¢	41286	41063	223	111	50		
60 ¢	21279	13041	1238	1342	80		
75 ¢	8149	8010	139	104	25		
¢	Matinee						
10 ¢	1953	1950	3		30		
15 ¢	608	603	11	1	65		
200	308	302	—	—			
				1364	00		
PASS.		Deadwood Refund		1	50		
TOTAL				1362	50		

PICTURES PLAYED: "Way Down East"
Movietone Vitaphone

OPPOSITION: OLYMPIA Hold Them Yale
PALACE: The Yellow Lily
BIJOU: Across to Singapore

WEATHER:

MATINEE: $ 248.00

SIGNED: A. Alwright
Asst MANAGER

ROGER SHERMAN THEATRE THEATRE

DAILY BOX OFFICE STATEMENT

MAY 28 1923 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
10 ¢	3[illegible]	3[illegible]	27	2	70		
40 ¢	2[illegible]	2[illegible]	206	2[illegible]	40		
60 ¢	2[illegible]	2[illegible]	8	4	80		
20 ¢	4[illegible]	4[illegible]	25	5	00		
50 ¢	4[illegible]	4[illegible]	225	112	50		
60 ¢	1[illegible]	1[illegible]	869	521	40		
75 ¢	5110	5669	41	30	75		
¢	MATINEE						
10 ¢	1950	1950	—	—			
15 ¢	603	603	—	—			
20 ¢	302	300	2		40		
PASS.							
TOTAL				963	15		

PICTURES PLAYED: "WAY DOWN EAST"
MOVIETONE VITAPHONE

OPPOSITION: OLYMPIA HOLD THEM YALE
PALACE: THE YELLOW LILY
BIJOU: ACROSS TO SINGAPORE

WEATHER: FAIR

MATINEE: $ 293 50

SIGNED: A. Albrecht
Acting MANAGER

ROGER SHERMAN THEATRE

DAILY BOX OFFICE STATEMENT

MAY 21 1928 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
10 ¢	39443	39370	73	7	30		
15 ¢	33750	33650	671	101	40		
20 ¢	31397	31387	10	2	00		
30 ¢	43926	43927	19	5	70		
50 ¢	43608	43407	201	100	50		
60 ¢	125264	124525	739	443	40		
75 ¢	5669	5626	43	32	25		
¢	PASSES						
10 ¢	1950	1948	2		20		
15 ¢	603	603	—	—			
20 ¢	300	300	—	—			
PASS.		REFUNDS		874	60		
					80		
TOTAL				873	80		

PICTURES PLAYED: WAY DOWN EAST

MOVIETONE & VITAPHONE

OPPOSITION: OLYMPIA HOLD THEM YALE

PALACE: THE YELLOW LILY

BIJOU: ACROSS TO SINGAPORE

WEATHER: FAIR

MATINEE: $ 283 74

SIGNED: _____ MANAGER

ROGER SHERMAN THEATRE THEATRE

DAILY BOX OFFICE STATEMENT

MAY 20 1928 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
10¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
50¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
60¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
75¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
¢	[illegible]						
10¢	[illegible]	[illegible]	[illegible]		[illegible]		
15¢	[illegible]	[illegible]	—	—			
¢							
¢							
¢							
PASS.							
TOTAL				1963	00		

PICTURES PLAYED: "Way Down East" Movie Tone + Vitaphone

OPPOSITION: OLYMPIA Hold Them Yale

PALACE: The Yellow Lily

BIJOU: Across to Singapore

WEATHER: Rain to Fair

MATINEE: $ 796.65

SIGNED: A. Alwakoff
Acting MANAGER

Expenses of "May Sun Egypt"
Engagement at the Bijou Theatre
Theatre, New Haven, May 22 and 26/1928

Paid by Theatre for
L.H. Griffith, Inc.

Extra musicians, stage hands, rehearsal, etc.	724.50
Extra advertising	250.00
Miscellaneous	57.89
	532.39

To be paid by
L.H. Griffith, Inc

These Bills Vouched Thru To Reg Durkee

Stern Photo Company	2.50
Mener Litho. Co.,	299.66
Jack Sherman,	4.32
John White	11.25
National Electrotype Co.,	6.85
Edith Lewis,	176.88
Bennie Turner,	10.62
"	11.86
	$1056.31
Rental	1000.00
Loss	56.31

Summer Wonderland

New Haven, Conn., May 26, 1928 191

ROSE SIEGAN THEATRE

70 College Street, New Haven, Conn.

THE
New Haven Register
DAILY AND SUNDAY
ESTABLISHED 1812
88 AND 90 CROWN STREET
NEW HAVEN, CONN.

To The New Haven Register, Dr.

Bill Rendered

May	13	*Adv.*	2	Inches		
	14		4	"		
	15		4	"		
	16		7	"		
	17		7	"		
	18		8	"		
	19		14	"		
	20		36	"		
	21		40	"		
	22		18	"		
	23		12	"		
	24		25½	"		
	25		25½	"		
	26		4	"		
			207		$ 517	50

The Journal-Courier

The Carrington Publishing Co.

New Haven, Conn. May 26, 1928

In Account With

All claims for errors must be made within 15 days. No allowance will be made if errors are not material.

Roger Sherman Theatre

New Haven

Conn

The only Morning Paper in New Haven

Date of Insertion		Inches Lines Words Times	Dr.	Cr.	Date	Bal
May 13	Way Down East	2				
14		4				
15		4				
16		7				
17		7				
18		6				
19		36				
21		40				
22		16				
23		12				
24		25½				
25		25½				
26		3				
		192	$ 288.00			

NEW HAVEN, CONN., May 26, 1928 19.....

To The Times Company, Dr.

61-63 ORANGE STREET

Publishers of the

New Haven Times-Union

DAILY ONLY

Roger Sherman Theatre

New Haven, Conn

Day Month	INCHES LINES
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	2
15	2
16	2
17	2
18	4
19	13
20	
21	8
22	4½
23	4½
24	4½
25	6
26	9
27	
28	
29	
30	
31	
Total	

May 14-26		61½"	92	25		

Notice of errors must be made within five days after receipt of invoice.

Received payment.....19.....

THE TIMES COMPANY

By.....

Yale Daily News

PICTORIAL SUPPLEMENT

TELEPHONE LIBERTY 7100

NEW HAVEN, CONN. May 26th, 1928.

Roger Sherman Theatre

To THE PICTORIAL SUPPLEMENT, Dr.

	To Advertising as per Contract		
	May 26th - 5-1/2" double column		12 16

Yale Daily News

TELEPHONE LIBERTY 7100

NEW HAVEN, CONN. May 25, 1928.

Roger Sherman Theatre,

New Haven, Conn.

To THE YALE DAILY NEWS, Dr.

	To Advertising as per Contract		
May	19-21-22-23-24-25, 4 inches each, 24 inches @ .55	$13	20

Charges audited by
Geo. Lewis
#5787 Hakeman
$67.87

LIBERTY 6196 HARRY ROSENSTEIN, Pres. COLONY 6252

Star Bottling and Supply Co., Inc.

ESTABLISHED 1897

Distributors of
R. & H. SUPREME BREWS
HUCKLEBERRY FINN
VIRGINIA DARE GRAPE

SODA FOUNTAINS
AND ACCESSORIES
STORE FIXTURES
CABINET MAKERS

192 to 198 COMMERCE ST. NEW HAVEN, CONN.

May 25, 1928.

Roger Sherman Theatre,
College St.,
New Haven, Conn.

May 24 1 - 50 lb. Cylinder of Gas $10.00

LIBERTY 6196 HARRY ROSENSTEIN, Pres. COLONY 6252

Star Bottling and Supply Co., Inc.

ESTABLISHED 1897

Distributors of
R. & H. SUPREME BREWS
HUCKLEBERRY FINN
VIRGINIA DARE GRAPE

SODA FOUNTAINS
AND ACCESSORIES
STORE FIXTURES
CABINET MAKERS

192 to 198 COMMERCE ST. NEW HAVEN, CONN.

May 24, 1928.

Roger Sherman Theatre,
College St.,
New Haven, Conn.

May 17 2 - 50 lb. Cylinders of Gas @ $10.00 $20.00

CHALLENGE BRAND BEVERAGES

PETTY CASH VOUCHER

DATE 5/28/41

PAY TO

DOLLARS

FOR	AMOUNT	
Distributing Members		
Cards on "May Day"	10	00
Harry R		
TOTAL	$10	00

APP. BY

REC'D BY Harry Rodgers

CH'GE TO

PETTY CASH VOUCHER

DATE 5/22

PAY TO

DOLLARS

FOR	AMOUNT	
Distributing Heralds	4	00
on "May Day"		
TOTAL	$4	00

APP. BY

REC'D BY George Oliver

CH'GE TO

Receipt for Charges Collected From Consignee

Office New Haven State Conn. 5/8 1926

M Roger Sherman Theatre 303 753

To AMERICAN RAILWAY EXPRESS COMPANY, Dr.,

For Transportation of; (INCORPORATED)

PIECE—S	ARTICLE	DESCRIPTION	Class	Declared Value	Advances
3	Pkgs	69 / 84		50-	Value Charges
			Rate	Weight 202	Express Charges 2 59
SHIPPER				Date of Shipment	C. O. D.
ADDRESS	Selmer Co			Waybill Number 47	C.O.D. Return Charges
EXPLANATION OF ADDITIONAL CHARGES					Additional Charges
					Total 2 59

Received Payment for the Company Agent

(3001 9-27) (Printed in U.S.A.)

Receipt for Charges Collected From Consignee

Office New Haven State Conn. 5/7 1928

M Roger Sherman Theatre 303 753

To AMERICAN RAILWAY EXPRESS COMPANY, Dr.,

For Transportation of; (INCORPORATED)

PIECE—S	ARTICLE	DESCRIPTION	Class	Declared Value	Advances
1	Pkg -	34		50-	Value Charges
			Rate	Weight 87	Express Charges 1 13
SHIPPER	H. C. Muller Co			Date of Shipment	C. O. D.
ADDRESS				Waybill Number	C.O.D. Return Charges
EXPLANATION OF ADDITIONAL CHARGES					Additional Charges
					Total 1 13

Received Payment for the Company Agent

(3001 9-27) (Printed in U.S.A.)

Receipt for Charges Collected From Consignee

Office New Haven State Conn 5/14 1928

M A. W. Moore (w) % Roger Sherman Theatre

To AMERICAN RAILWAY EXPRESS COMPANY, Dr.,

For Transportation of; (INCORPORATED)

PIECE—S	ARTICLE	DESCRIPTION	Class	Declared Value	Advances
9	Pcs	1r 135 4r 163 3r 3 3r 16 5 17	54	9-137	Value Charges
			Rate	Weight 8 / 9	Express Charges 10 15
SHIPPER	Individual			Date of Shipment	C. O. D.
ADDRESS	Felton Inn			Waybill Number	C.O.D. Return Charges
EXPLANATION OF ADDITIONAL CHARGES					Additional Charges
					Total 10 15

Received Payment for the Company F. Carthan

(3001 9-27) (Printed in U.S.A.)

INDIVIDUAL FILMS, INC.

ROAD SHOW DEPARTMENT

Sixth Floor
PARAMOUNT BUILDING
TIMES SQUARE, NEW YORK
CHICKERING 7030

A. GRIFFITH GREY
GENERAL MANAGER

June
Second
1928

W. A. Moore, Esq.,
Manager, Roger Sherman Theatre,
New Haven, Conn.

Dear Mr Moore:

I am returning your check for $467.63, drawn to the order of the Invidivual Films, Inc., in settlement of the "Way Down East" engagement at your theatre, the week of May 20th, 1928.

This check should have been drawn to the order of D. W. Griffith, Inc., as I requested Colonel Lewis to advise you.

The mistake is of course a natural one on your part, as the correspondence has been upon the letterheads of the Individual Films, Inc. Mr Grey was formerly Mr Griffith's general manager and I also worked for the organization. We are both, therefore, familiar with "Way Down East," and gave any assistance we could in the present instance for that reason.

In order to avoid any possibly misunderstanding, won't you kindly have another check drawn to the order of D. W. Griffith, Inc., and forwarded to the office of that concern, #501 729 Seventh Avenue, New York, at your earliest convenience.

Thanking you for your courtesy, believe me

Yours very truly,

James M. Ashcraft

James M. Ashcraft.

June
Second
1928

W. A. Moore, Esq.,
Manager, Roger Sherman Theatre,
New Haven, Conn.

Dear Mr Moore:

I am returning your check for $467.65, drawn to the order of the Invidivual Films, Inc., in settlement of the "Way Down East" engagement at your theatre, the week of May 20th, 1928.

This check should have been drawn to the order of D. W. Griffith, Inc., as I requested Colonel Lewis to advise you.

The mistake is of course a natural one on your part, as the correspondence has been upon the letterheads of the Individual Films, Inc. Mr Grey was formerly Mr Griffith's general manager and I also worked for the organization. We are both, therefore, familiar with "Way Down East," and gave any assistance we could in the present instance for that reason.

In order to avoid any possibly misunderstanding, won't you kindly have another check drawn to the order of D. W. Griffith, Inc., and forwarded to the office of that concern, #501 729 Seventh Avenue, New York, at your earliest convenience.

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D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ROGER SHERMAN THEATRE THEATRE

DAILY BOX OFFICE STATEMENT

MAY 25 1928 19

TICKETS	ENDING	START	SOLD	GROSS		TAX	NET
20 ¢	[illegible]	[illegible]	[illegible]	[illegible]	60		
50 ¢	[illegible]	[illegible]	[illegible]	[illegible]	00		
60 ¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
75 ¢	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
¢	Fairbanks						
10 ¢	[illegible]	[illegible]	[illegible]		[illegible]		
15 ¢	[illegible]	[illegible]	—	—			
¢							
¢							
¢							
PASS.							
TOTAL				[illegible]	[illegible]		

PICTURES PLAYED: "Why Down This
Movietone Vitaphone

OPPOSITION: OLYMPIA Garden of Eden

PALACE: Their Hour

BIJOU: Circus Rookies
Rain or Fair

WEATHER: [illegible]

MATINEE: $

SIGNED: [illegible]
MANAGER

Gross on Reel 84 32 85

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ROGER SHERMAN

Great Cast in "Love Me" Now Showing.

Mary Philbin, Norman Kerry, Betty Compson, Henry B. Walthall and George Siegmann are a few of the great outstanding names which are listed as star players in the romantic love story "Love Me and the World is Mine," which is now playing for the entire week at the Roger Sherman theatre.

The Vitaphone program which is displayed on this bill is a most interesting and entertaining one. It features William Demarest in "Papa's Vacation," a comedy playlet in which Demorest is seen and heard as a mail carrier who just starts upon his much earned vacation. Wifie decided in a hike and wins out much to Demarest's poor feet's disgust.

"Overtones," another playlet, a drama deals with two women and their inner selves. Not alone is this an entertaining number but likewise its most novel. Frank Richardson, the joy boy of song, is also on the program with merry tunes and comedy chatter, and the Newsboys' Harmonica band proves to be a clever musical act.

The Movietone news again scores with a big array of current news events in scene and sound.

Starting today the theatre adds its stage presentation which this week feature's Broadway's favorite dancer William Seabury and his clever partner, Irene Swor, in "Glorifying the Dance," a beautiful dance display in which they are assisted by a talented company including the Taylor sisters.

The world premier revival of D. W. Griffith's "Way Down East," with Lillian Gish, Richard Barthelmess, Lowell Sherman, Burr McIntosh and other prominent players, will be given at the Roger Sherman theatre for one week beginning Sunday, May 20.

There are many factors which enter into the revival of this greatest of the Griffith super-pictures, but none more potent that the wholesome love story of Anna Moore and Dave Bartlett. While the ice scenes near the end, which, my the way, were screened on the Connecticut

ROGER SHERMAN

"Love Me" on Screen With Great Star Cast.

Universal's gian t production of pre-war Vienna with its great tale of romance, holds forth at the Roger Sherman theatre this week with a star cast that cannot be beat. The leading roles of the wonderful love story are played by those master lovers Mary Philbin and Norman Kerry, while in their support are such marvelous screen stars as Betty Compson, Henry B. Walthall, George Siegmann and Martha Mattox.

William Seabury, Broadway's favorite dancer, offers his "Glorifying the Dance" as the stage presentation with pretty Irene Swor as his featured performer assisted by the clever Keating twins, singers and dancers; Denny Cortain, who stops the show with his voice of quality and with Charlie Hathaway at the piano. "Seabury's offering is a thing of real grace and beauty."

The Vitaphone this week offers William Demarest in "Papa's Vacation," a real riot of comedy based upon the trials of a letter carrier. "Overtones," another Vitaphone sketch, deals with woman and her inner self, and in addition to being most entertaining it is also most novel. Frak Richardson, popular comedy singer, makes a decided hit at each performance and the Newsboys Harmonica band offers a pleasing number.

Movietone news completes this week's program, which as usual, is given four times daily starting at 1 p. m.

In viewing the great ice break

ROGER SHERMAN NEXT WEEK

CREIGHTON HALE and MARY HAY in D.W.GRIFFITH'S "WAY DOWN EAST"

Mary is Journal-Cur

scene in D. W. Griffith's "Way Down East," coming to the Roger Sherman for one week beginning Sunday, May 20, one cannot but wonder just how such a thrilling bit of stage setting could possibly be accomplished.

The stage set in this instance in the Connecticut river up at White River Junction, where there are two forks to the river and a falls and rapids just as treacherous and dangerous as any in the whole wide world. Not ever the whirlpool rapids at Niagara Falls are more insidious in "getting" the victim who may have strayed too far astream. The natives of the local vouch for this.

AT ROGER SHERMAN ALL NEXT WEEK

ONE OF THE MANY THRILLING SCENES IN
D.W. GRIFFITH'S
"WAY DOWN EAST"

News rounds out the program ... remain at the Sherman for the balance of the week.

The Roger Sherman revival of D. W. Griffith's "Way Down East" for the week beginning Sunday, May 20th, should be the biggest box office attraction of today because it will be the only showing of the epic of New England rural life at the present time. The exhibitor throughout the country will not have a chance to book "Way Down East" until autumn

ROGER SHERMAN

Philbin, Kerry and Compson in Love Me."

Outstanding in the great cast of "Love Me and the World Is Mine" now playing at the Roger Sherman theatre this week is Mary Philbin and Norman Kerry that perfect duet of lovers of the screen masterpieces and Betty Compson, who in this offering plays one of her finest roles. Henry B. Waalthall and George Sieggann also lend greatly to the attraction in character roles. "Love Me" is a story of pre-war Vienna, that gay city in which the famous picture "Merry-Go Round" was founded.

On the stage appears William Seabury assisted by Irene Swor and the Kwating Twins in "Glorifying the Dance," which has proven to be one of the most beautiful acts appearing this season.

Vitaphone renders a program brim full of novelty and entertainment . It is headed by a comedy sketch, "Papa's Vacation," in which William Demarest is featured. "Overtones" another Vitaphone playlet, offers real novelty while Frank Richardson, the joy boy of song dig up applause at every performanace. The Newsboys Harmonica Band is more novelty and gets the audience in a merry mood.

Movietone news, offers many interesting news items of the day in both scene and sound and completes a really fine program, which remaians at the local playhouse for the balance of the week.

"Way Down East," D. W. Griffith's glorified melodrama of screen art, will be revived at the Roger Sherman theatre for one week, beginning Sunday, May 20th.

The New York morning papers in 1920, when "Way Down East" was breaking all records for attendance at the 44th Street theatre, carried "a personal letter" to the people of New York from D. W. Griffith in the form of paid advertisements.

ROGER SHERMAN
New Haven's Finest Theatre
SUPREME ENTERTAINMENT at POPULAR PRICES

ALFRED
GOTTESMAN
MANAGEMENT

ROGER SHERM

COLLEGE STREE
PHONE COL

THE CREAM OF "TALKIES"

It is indeed with pleasure that the Management announces the next two coming screen attractions to be presented at the ROGER SHERMAN, because of the fact that they are MORE than just SCREEN ATTRACTIONS. They are new steps in the advancement of both SCREEN and VITAPHONE.

Some months ago we had the pleasure of breaking all known records with the first VITAPHONE FEATURE PICTURE—AL JOLSON in "THE JAZZ SINGER", and only a few weeks ago we again repeated that success with DOLORES COSTELLO in "TENDERLOIN".

Today we announce the coming of the two latest efforts of the combined arts of screen and "talkies".

For the Entire Week of May 27th we will Present

DOLORES COSTELLO
with CONRAD NAGEL in

"GLORIOUS BETSY"

A glorious romance of the Belle of Baltimore and the brother of Napoleon of France, into which is introduced many new Vitaphone marvels in the way of speaking and singing by the players.

Following This Wonderful Romantic Production the Management will Offer for the Week of June 3rd

MAY McAVOY and LIONEL BARRYMORE
with WILLIAM COLLIER, Jr.

In the Screen Version of the Stage Masterpiece

"The Lion and the Mouse"

The Management respectfully asks that the audience refrain from conversation during the Vitaphone, Movietone and Feature Presentations.

MAN THEATRE

ST, NEW HAVEN
ONDAY 1929

WILBUR A. MORRIS
Managing Director

ARTHUR A. WAGNER
Assistant Manager

PROGRAM

WEEK STARTING SUNDAY, MAY 19, 1929

Unit 1. MOVIETONE NEWS
The Events of the World in Sight and Sound

VITAPHONE

PRESENTATIONS

Unit 2. THE TWO DOVES in "FLYIN' HIGH"
Walter Weems and Ed Ger in a New Comedy

Unit 3. MONTAGUE LOVE in "CHARACTER STUDIES"
Noted Screen Actor in Novel Roles

Unit 4. THE HAPPINESS BOYS, in New Ditties
Radio's Favorites, Ernie Hare and Billy Jones

Unit 5. IMPERIAL RUSSIAN COSSACKS
Introduced by Hugh Herbert, Comedian

Unit 6. OVERTURE
Roger Sherman Orchestra
Harry Joseph Klimal, Conductor
Miss "Bobbie" Fast, Organist

Unit 7. World's Premier Revival of

D. W. GRIFFITH'S

Beautiful Production of Old New England and its Folks

"Way Down East"

with

LILLIAN GISH
LOWELL SHERMAN
MARY HAY
GEORGE NEVILLE
KATE BRUCE
EMILY FITZROY
FLORENCE SHORT
JOSEPHINE BERNARD
RICHARD BARTHELMESS
BURR McINTOSH
CREIGHTON HALE
EDGAR NELSON
VIVIA OGDEN
MRS. MORGAN BELMONT
MRS. DAVID LANDAU
PATRICIA FRUEN

With Complete Stage Effects and Augmented Orchestra

The Patrons' attention is called to the fact that a Check Room is maintained on the Mezzanine Floor. There is no charge for this service.

FIRST CAME "THE JAZZ SINGER"
THEN CAME "TENDERLOIN"
AND NOW COMES

DOLORES COSTELLO

with

CONRAD NAGEL

in

"Glorious Betsy"

The Latest and by Far the Greatest Vitaphone Scored Picture of All

A GORGEOUS GLORIOUS PRODUCTION IN ITSELF, BUT IN ADDITION THE LATEST ACCOMPLISHMENTS OF THE VITAPHONE

"Glorious Betsy" is the emotional story of the historic love affair between Betsy Patterson, belle of Baltimore, and Jerome Bonaparte, brother of Napoleon. The story is moving, the scenes are beautiful in the extreme—a country mansion in old Virginia—a colonial ballroom in Baltimore—scenes on shipboard—in the palace of Napoleon—the period is one which garbed itself picturesquely in the manner of the early nineteenth century—and the cast which interprets the picturization of Rida Johnson Young's famous play, is well chosen.

HERE ENTIRE WEEK STARTING
SUNDAY, MAY 27th

ROGER SHERMAN

First showing of "Love Me and the World Is Mine"

"Love Me and the World Is Mine" was the great play cast, which the studio will have ready for the Mary Philbin, Norman Kerry, Betty Compson, Henry B. Walthall and George Stevens will have to deal showing of the Roger Sherman theatre next and commencing

D. W. Griffith's "Way Down East" will be revived at the Roger Sherman theatre for an extra engagement starting Sunday.

When it came to picking the farm stock scenes for the using [illegible] of Lillian Gish, D. W. Griffith had one of his lucky ideas and brought him a lot of animals selected from his stock. Charged everywhere from the big farms. The selection of dumber in Mumie presented in form of [illegible] was so [illegible] [illegible] cows, sheep, horses, [illegible] dogs, geese and [illegible] [illegible] was helped in Mr. Griffith. This will not be, he said. "You're left out the most valued asset in our presentation of the farm and its animals."

"What do you mean?"

"Just this. Have you noticed how much 'babyhood' is shown among the animals in the closing scenes of 'Way Down East'?"

"There are calves, chicks, puppies, lambs, kittens, kittens, yet there are the 'grown-up' of the barnyard—cows, sheep, horses, dogs, geese, pigs, and the great herds of cattle numbering 100.

"We want the sweet, happy babyhood of farm life wherever we can show it," said Mr. Griffith.

On account of the length of the programs for next week there will be no stage presentation offered but a most delightful Vitaphone bill has been arranged in which the famous radio team "The Happiness Boys" will offer their latest numbers; Montague Love, noted screen player, "The Two Doves" in comedy and The Imperial Russian Cossacks musical novelty will take part. There will be three complete performances daily.

ROGER SHERMAN

Last Times Today

LOVE ME AND THE WORLD IS MINE

With

Norman Kerry and Mary Philbin

4 Acts Vitaphone | on the stage | Movietone News

Seabury & Swor in "Glorifying the Dance"

STARTING TOMORROW

World's Premier Revival of D. W. GRIFFITH'S Immortal Masterpiece

WAY DOWN EAST

With Lillian Gish and Richard Barthelmess

A Simple Story of the Old Fashioned Folks of Old New England

Special Stage Effects and Augmented Orchestra

Presented here before its New York revival by special arrangement with Mr. Griffith.

VITAPHONE

THE HAPPINESS BOYS

BILLIE JONES & ERNEST HARE

The Most Popular Radio Pair in New Ditties

Imperial Russian Cossacks	Two Doves in 'Flying High'	MONTAGUE LOVE In Character Studies

TOGETHER WITH THE

LATEST MOVIETONE NEWS

TREMENDOUS

STARTING TOD'Y ROGER SHERMAN TO-MORROW

THREE PERFORMANCES DAILY

D. W. GRIFFITH Presents

WORLD'S PREMIER REVIVAL OF

WAY DOWN EAST

The Greatest Masterpiece of His Screen Career

LOVE HATE

You'll Never For-Get It.

The Famous Story of the Simple Old Fashioned Folks of OLD NEW ENGLAND

THRILL FUN

You'll Never Regret It

with LILLIAN GISH and BARTHLEMESS DICK

Presented Here Before Its New York Revival By Special Arrangement with D. W. Griffith

with STAGE EFFECTS and AUGMENTED ORCH.

Movietone

Paul Whiteman's Band. Coney Island Re-opens Kicking Girls For Broad-Way Revue

Stage

Owing to length of program and massive stage effects we have been forced to withdraw stage act for this week.

VITAPHONE

HAPPINESS BOYS

ERNIE HARE (In New Ditties) BILLY JONES

IMPERIAL RUSSIAN COSSACKS

Introduced by Hugh Herbert, Comedian

MONTAGUE LOVE —In— CHARACTER STUDIES

THE TWO DOVES —In— FLYING HIGH

gram with their latest
t "Flying High," in which
endeavor to reach the
by plane.
e Love, stage and screen
be seen and heard in a
series of character stud-
second number, and the
dio masters Ernie Hare
Jones, better known as
piness Boys," will follow
tire nuw bundle of songs
cracks. The Vitaphone
resent the Imperial Rus-

Cossacks, a musical organiza-
tion of real note, who will be intro-
duced by that comedian of comedi-
ans, Hugh Herbert.

The latest Movietone will com-
plete the week's program for owing
to the length of the feature picture
it will be impossible to present in
the usual stage presentation. There
will be three complete shows daily
starting at 2 p. m. tomorrow and
at 1 p. m. on the week days.

For the last times today the
Roger Sherman presents "Love Me
and the World Is Mine" with its
great star cast including Mary Phil-
bin, Norman Kerry, Betty Compson
and others.

AT ROGER SHERMAN FOR COMING WEEK

ONE OF THE MANY THRILLING SCENES IN
D.W.GRIFFITH'S 'WAY DOWN EAST'

"WAY DOWN EAST" AT ROGER SHERMAN

Revival Of Famous Masterpiece For Coming Week—Fine Surrounding Features.

The much heralded revival of the famous D. W. Griffith's masterpiece production of quaint old New England "Why Down East" will open at the Roger Sherman theatre tomorrow afternoon for the first time anywhere since it was withdrawn from circuit by Mr. Griffith more than six years ago, after having been a sensation throughout the world for more than three years.

Even Griffith's "Birth of a Nation" did not overshadow the greatness of this simple story of New England life and its thrilling climax, which was actually photographed on the Connecticut river early in 1920.

Lillian Gish and Richard Bathelmess, both of them just then entering into fame, were the stars of this massive production, and today they are at the top of their success, thus making the revival of this picture almost modern.

A most unusual Vitaphone program has been arranged for showing with "Way Down East" and the feature itself will be scored by an augmented orchestra and the original storm effects will be rendered during the great rescue climax scenes.

"The Two Doves," Walter Weems and Ed Gar, those famous blackfaced comedians, will open the Vitaphone program with their latest comedy skit "Flying High," in which the boys endeavor to reach the North pole by plane.

Montague Love, stage and screen actor, will be seen and heard in a marvelous series of character studies as the second number, and the famous radio masters Ernie Hare and Billy Jones, better known as "The Happiness Boys," will follow with an entire nuw bundle of songs and wise cracks. The Vitaphone will also present the Imperial Russian Cossacks, a musical organization of real note, who will be introduced by that comedian of comedians, Hugh Herbert.

The latest Movietone will complete the week's program for owing to the length of the feature picture it will be impossible to possess in the usual stage presentation. There will be three complete shows daily starting at 1 p. m. tomorrow and at 1 p. m. on the week days.

For the last times today the Roger Sherman presents "Love Me and the World Is Mine" with its great star cast including Mary Philbin, Norman Kerry, Betty Compson and others.

ROGER SHERMAN **HISTORY REPEATS ITSELF** ROGER SHERMAN

CROWDS ACCLAIM IT A MASTERPIECE

Yesterday's REVIVAL JUST AS THEY DID AT THE 44th STREET THEATRE, N. Y. in 1920

AT ITS WORLD PREMIER

The Greatest Revival On Record

It Will Ever Be Thus With Such A Production

SEE and HEAP

SEE and HEAR

VITAPHONE

3 Complete Shows Daily

THIS ENTIRE WEEK

Vitaphone Feature

MOVIETONE

D. W. GRIFFITH Presents

WAY DOWN EAST"

THE HAPPINESS BOYS

IMPERIAL RUSSIAN COSSACKS

THE TWO DOVES

MONTAGUE LOVE In Character Studies

PAUL WHITEMAN and His Band

EARL CARROLL Picks His Chorus

AIR DEFENCE GOES INTO ACTION

And Other NEWS In Scene And Sound

ORIGINAL "WAY DOWN EAST" MUSICAL SCORE PLAYED BY AN AUGMENTED ORCHESTRA

THE GREAT STORM RESCUE SCENE PRESENTED WITH FULL ORIGINAL STAGE EFFECTS

ONE OF THE MANY THRILLING SCENES IN D. W. GRIFFITH'S "WAY DOWN EAST"

AT THE ROGER SHERMAN ALL THIS WEEK

"WAY DOWN EAST" IS GIVEN WARM WELCOME

Crowds At Roger Sherman Enthusiastic Over Revival Of Great Screen Hit.

Once every so often there comes to the world a picture production that has everlasting life. Few, indeed, they are, but that few are the pictures that always are in demand.

Nearly nine years ago D. W. Griffith completed his screen version of "Way Down East" after spending a biting winter on the shores of the Connecticut river in order to secure the now famous rescue scene, a scene that has never since been equaled in pictures. With the opening of the picture at the 44th street theatre, New York, the critics and the public alike arose to their feet and cheered, as they had never done before or since.

Nine years have slipped by and in that time Mr. Griffith was called upon many times to bring his "Way Down East" to the public eye again. After scouting about the country Mr. Griffith decided to revive this masterpiece with the section of the country of which it is a part, and further chose New Haven as the city and the Roger Sherman as the theatre.

Yesterday history repeated itself when at the end of the great ice rescue the audience broke into a resounding applause at each of the three great performances. One could not help but thrill with the stirring original music of the story being played by the augmented orchestra, and with the original stage effects of ice, snow, wind and water swirling in one's ears.

Lillian Gish is today a famous actress, but Lillian Gish never performed a better role than that of Anna Moore, the child-mother who was tricked into a false marriage by the city chap, Lowell Sherman. Nor has Richard Barthelmess, with all his great recent successes, ever performed with more real honest to life emotions. Pictures may come and pictures may go but "Way Down East" as Griffith made it, will continue every so often to thrill a new generation and to bring up past memories of great screen masterpieces to the old timers.

The Movietone and Vitaphone are also presented on the week's bill and received warm applause for they both contain considerable entertainment.

The Happiness Boys are a riot as usual. The Russian Imperial Cossacks offer a musical program par-

excellent, and it is dotted with comedy by Hugh Herbert. Montague Love, noted stage and screen villain, offers character studies, and "The Two Doves" are a cure for the grouch with their merry comments in the sketch "Flyin' High."

Three complete performances are offered this week. The Vitaphone shows at 1, 4:25 and 7:40 p. m., and the feature at 2:10, 5:30 and 8:45 p. m. Owing to the extreme length of the program there will be no stage presentation during the present week.

ROGER SHERMAN **HISTORY REPEATS ITSELF** ROGER SHERMAN

CROWDS ACCLAIM IT A MASTERPIECE

Yesterday's REVIVAL JUST AS THEY DID AT THE 44th STREET THEATRE, N. Y. In 1920

AT ITS WORLD PREMIER

The Greatest Revival On Record

It Will Ever Be Thus With Such A Production

SEE

3 Complete Shows Daily

THIS ENTIRE

Vitaphone Feature 1:00 3:05

IN GREAT REVIVAL AT ROGER SHERMAN

ONE OF THE MANY THRILLING SCENES IN D. W. GRIFFITH'S "WAY DOWN EAST"

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ROGER SHERMAN

THE TOWN EVER NEVER MADE A MORE IMPORTANT ANNOUNCEMENT THAN

THE WORLD PREMIER REVIVAL OF

D.W. GRIFFITH Presents

WAY DOWN EAST

It's a Simple Story of Plain Folks — The Greatest of All Golden Hearted Sweetheart Stories With Music and Sub Dreamy Talking Effects.

Presented Here with Augmented Orchestra and Full Stage Effects

Every Audience In The Here Has Confirmed Through The Catching of This Great Production. It Is Alone In The Hall of Masterpieces.

Heading the Great Cast Are Lillian Gish and Richard Barthelmess

VITAPHONE

The Happiness Boys

Imperial Russian Cossacks

The Two Doves

Montague Love

MOVIETONE

Paul Whiteman Orchestra

Air Defense In Action

Picking Broadway Chorus

Other News Items

ALL NEXT WEEK

All The World Is Talking About These Glorious Lovers!

See and Hear

Warner Bros. Vitaphone Talking Picture

DOLORES COSTELLO in *Glorious Betsy* with Conrad Nagel on the VITAPHONE and John Miljan

HEAR YE

NOW IN REVIVAL AT ROGER SHERMAN

ROGER SHERMAN

"Way Down East" is still the Greatest Film.

"The 4:30 Hour" on the road again, "Way Down East" was one of the favorite movie hours at an early age. Roger Sherman left the Roger Sherman last night after showing the revival of D. W. Griffith's greatest masterpiece. "Way Down East," which played here for a turnaway week, opened here on Sunday and has continued here on Monday and Tuesday to break all records for a revival production.

The gentlemen was very correct and added plenty of patrons to add with him, for no pleasure to the past nine years has equalled "Way Down East" for its lovely playing, its thrilling scenes and its burning lesson to mankind.

"Way Down East" started Lillian Gish and Richard Barthelmess upon the road to stardom, and as one witnesses their acting in this picture of the past one cannot but admit that they were as good then as youngsters as they are today at the top of their ladder.

The program is a long one at the Roger Sherman this week, but there is not a tiring moment in it for the Movietone and the Vitaphone both pack a punch with the feature picture. Vitaphone offers the Happiness Boys in a new line of material, the Imperial Russian Cossacks who hold one in delight with their novel musical act "The Two Doves," who create laughter galore, and Montague Love, who offers a few character studies that are good.

Three performances are given daily starting at 1 p. m. with the last showing of the feature picture at 8:45 o'clock.

Starting Sunday comes another 22 thrilling scenes of D. W. GRIFFITH'S "WAY DOWN EAST"

treat for New Haveners at popular prices when Dolores Costello will be seen and heard in the latest Vitaphoned feature picture "Glorious Betsy" with Conrad Nagel. This production is now on Broadway in its second month at the Warner theatre, where it is surpassing the records built up by "Tenderloin." "Glorious Betsy" even without the Vitaphone is a marvelous production, and with it becomes another of those rare entertainments that will make history. The motion picture are as did "The Jazz Singer."

ROGER SHERMAN

"Way Down East" Record Breaking Revival.

D. W. Griffith's "Way Down East" has proved a record-breaking revival at the Roger Sherman theatre, where it opened its world premier revival last Sunday to a business that turned thousands away from the theatre doors.

Again yesterday throngs sought entrance to the theatre in order that they might witness this great masterpiece of motion picture art for the first time or perhaps it was for the second time. In nine years a new generation has sprung up and to this age the great picture is something new and entertaining. To those who witnessed it some years ago it is a standing proof that the thrill it created in its early days still lives.

Lillian Gish rached her greatest heights in this production and as one looks at the picture now they must admit that Miss Gish probably has never surpassed her first efforts. As Anna Moore, the child mother, she is a living person on the screen. Her acting when she learns that she is to became a mother out of wedlock is something to praise; again when she denounces the man she holds her audience speellbound and still again when she makes her dash for escape over the broken ice of the tumbling river.

Richard Barthelmess, then a star, and now a greater star still, has far to travel before he again reaches his art in "Way Down East." As the farm hand in love with Anna as the daring, fighting, avenger of the wrong done her and as the dashing hero in the great ice rescue Dick causes cheers for his efforts.

One cannot afford to miss this masterpiece of the great Griffith.

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POSTING TWO GREAT EVENTS FOR ALL NEW HAVEN

ROGER SHERMAN

EVENT NUMBER ONE

The Greatest Record-Breaking Revival Ever Staged!

THREE COMPLETE SHOWS DAILY

Vitaphone at 1:00—4:25—7:40. Feature at 2:10—5:30—8:45 P. M.

D.W. GRIFFITH Presents

WAY DOWN EAST

—WITH—

AUGMENTED ORCHESTRA AND FULL STAGE EFFECTS

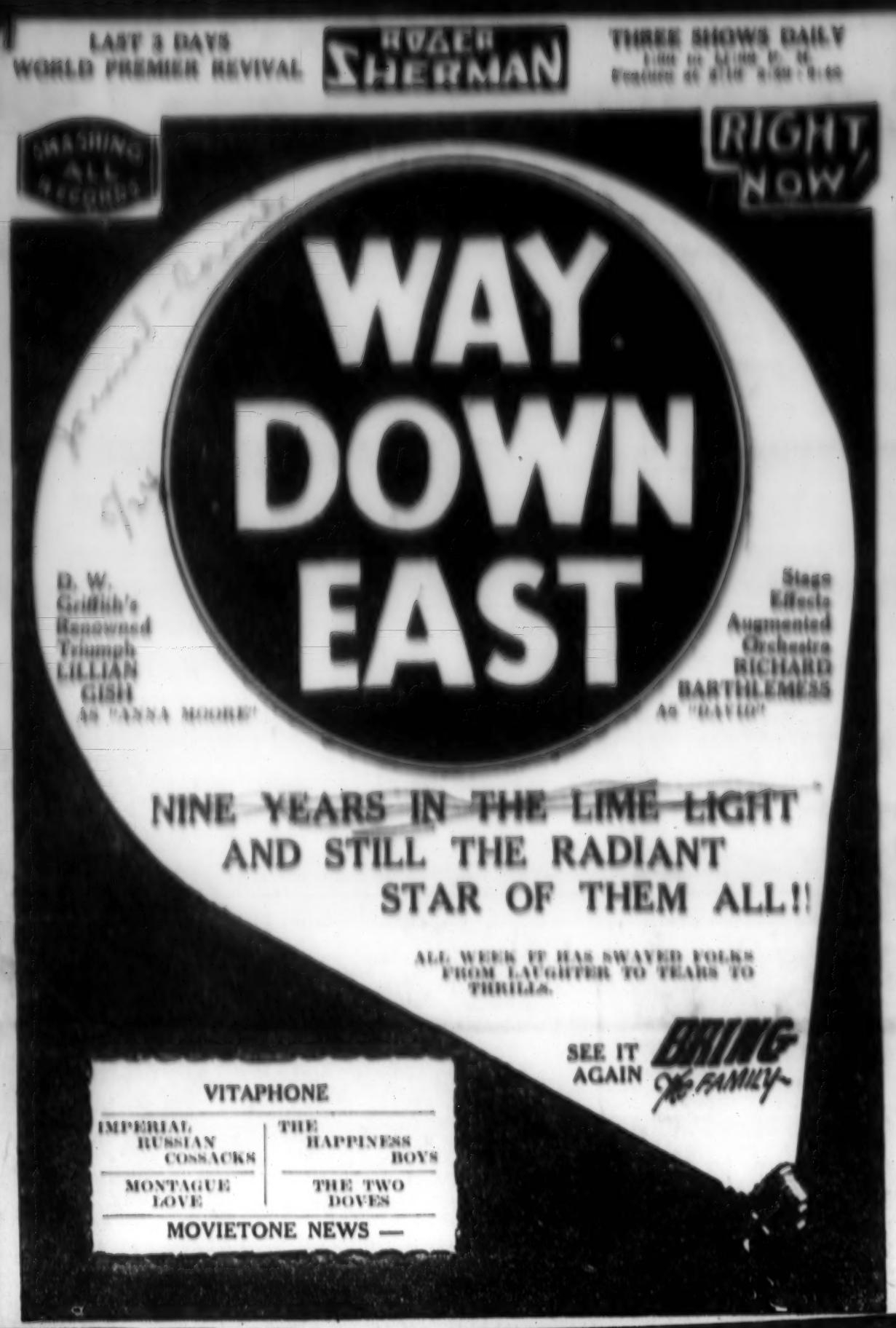
Imperial Russian Cossacks	Montague Love	Two Doves	The Happiness Boys	Movie-Tone
A Musical Treat	In Character Studies	In "Flyin' High"	In A New Offering	News

EVENT NUMBER TWO—STARTS HERE NEXT SUNDAY

The Greatest Vitaphoned Production Yet Made.

See It. Hear It.

Bigger Than "The Jazz Singer" and "Tenderloin"



ROGER SHERMAN

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The world primer revival of D. W. Griffith's masterpiece production of "Way Down East," has unquestionably broken records of all revivals heretofore presented. "Way Down East" is the feature production at the Roger Sherman theatre this week. The picture is the familiar story from the play by Lottie Blair Parker which had such a vogue over a long period. But in the picturization Griffith shows what wonders the camera can do; shows how genius can convert the simple story of simple people into a work of art. "Way Down East" throbs with life. Its scenes are so arranaged that the four seasons are pictured on the screen. The spring in the country, with budding plants and trees, with nestling birdlings and the kittens, chicks and heifers of the farm. Even the birth of Anna's fatherless babe is told in a beautiful tragedy of life. Anna's mock marriage and her subsequent trials end in her dismissal from the farm where she had found love and shelter. Driven by despair, she fights her way onward through the fierce New England storm until she falls exhausted on the ice-packed river. Here she is carried on the river's breast swiftly onward to the falls. The breaking up of the ice pack, her rescue by David, who has followed her, is the most thrilling drama ever presented. The vast possibilities of the motion picture to depict real life and nature in all its glory and terrible reality are at last realized in "Way Down East."

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LAST 2 DAYS
WORLD PREMIER REVIVAL

ROGER SHERMAN

THREE SHOWS DAILY
1:00 to 11:00 P. M.
Feature at 6:10 8:00 9:40

SMASHING ALL RECORDS

RIGHT NOW

AND THEY THRILL ANEW AS

D. W. GRIFFITH

presents

'WAY DOWN EAST'

TO A NEW GENERATION

The Never-To-Be-Forgotten Masterpiece

They Must Laughed, They Must Cried, They Have Cheered—

So Will You

Presented Here with Augmented Orch. And Stage Effects

BRING THE FAMILY

VITAPHONE

IMPERIAL RUSSIAN COSSACKS	THE HAPPINESS BOYS
MONTAGUE LOVE	THE TWO DOVES

MOVIETONE NEWS —

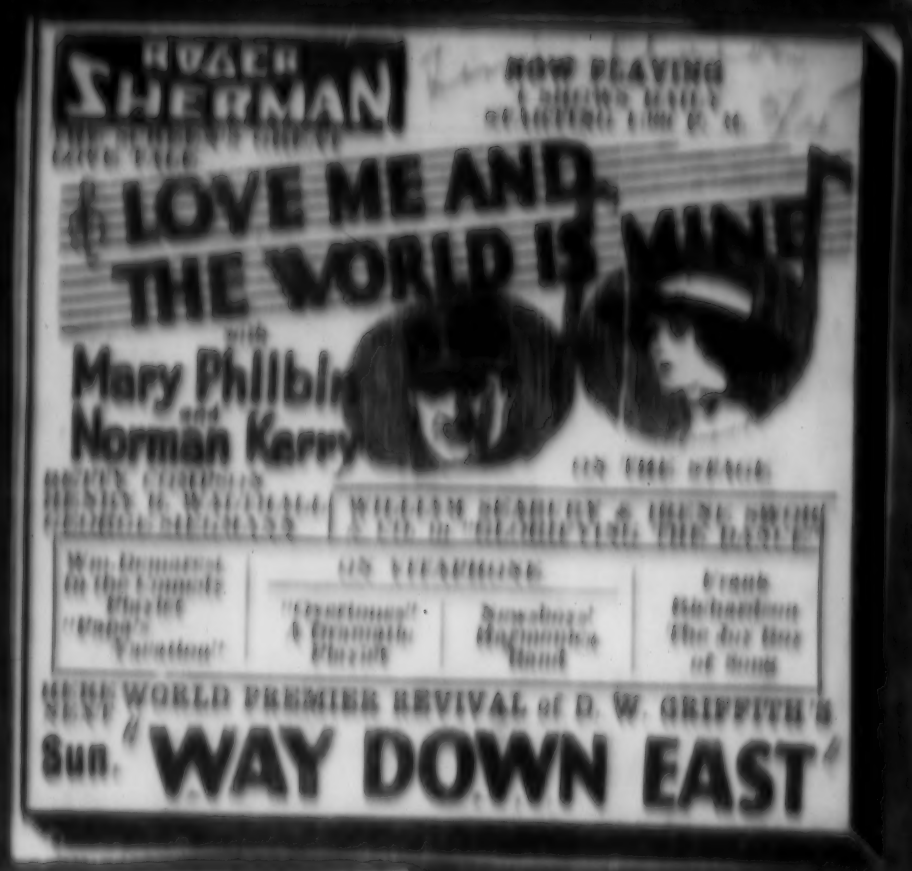
BUT TWO DAYS MORE OF "WAY DOWN EAST"

"Glorious Betsy" To Open On Sunday At Roger Sherman—A Vitaphoned Production.

"Glorious Betsy" Vitaphoned follows "Way Down East."

There remains but today and tomorrow for patrons of the Roger Sherman Theatre to witness the great revival of D. W. Griffith's immortal masterpiece, "Way Down East," which stars Linian Gish and Richard Barthelmess. Tickets to the show have been secured at the rate of hundreds which this famous picture has brought as a revival. There is little wonder in it, however, that it will always remain a revival in the minds of those who witness it. "Way Down East" is the storied story which is full of drama, effects and especially enriched orchestra under the direction of Harry Wilson rendering the original Griffith's score. The Vitaphone presentation program and Movietone News completes the bill.

On Sunday the management is offering by far the most enchanting Vitaphone score production in "Glorious Betsy," which stars Dolores Costello, who is supported by an all star cast including Conrad Nagel. Not only is "Glorious Betsy" vitaphoned musically, but as in the "Jazz Singer" and "Tenderloin" the audience is given the opportunity to hear the voices of the real players in several of the dramatic situations. "Glorious Betsy" is one of those productions which the theatre management can guarantee to his audience as 100% finest entertainment. Four Vitaphone acts and Movietone News will also be shown on this bill on Sunday, while on Monday and the balance of the week the new stage presentation will be added.



Roger Sherman

Mary Philbin, Norman Kerry, Betty Compson, Henry B. Walthall and George Siegmann are a few of the great outstanding names which are listed as star players in the romantic love story "Love Me and the World is Mine" which is now playing for the entire week at the Roger Sherman Theatre.

"Love Me" as the picture is called for short is a story of love and hate in the gay city of Vienna in her balmy pre-war days; it is a tale that is brim full of thrill and romance and its cast of star players are placed in roles in which they are best fitted.

The Vitaphone program which is displayed on this bill is a most interesting and entertaining one. It features William Demarest in "Papa's Vacation", a comedy playlet in which Demarest is seen and heard as a mail carrier who just starts upon his much earned vacation. Wifie decides on a hike and wins out much to Demarest's poor feet's disgust.

"Overtones" another playlet, a drama, deals with two women and their inner selves. Not alone is this an entertaining number, but likewise its most novel. Frank Richard-

ALL NEXT WEEK AT ROGER SHERMAN

ON, NEW HAVEN, CONN., MAY 14, 1926.

son, the joy boy of song, is also on the program with merry tunes and comedy chatter and the Newsboy's Harmonica Band proves to be a clever musical act.

The Movietone news again scores with a big array of current news events in scene and sound.

Starting today the theatre adds its stage presentation which this week features Broadway's favorite dancer William Seabury and his clever partner Irene Swor in "Glorifying The Dance", a beautiful dance display in which they are assisted by a talented company including the Taylor Sisters.

"WAY DOWN EAST" REVIVAL

The world premier revival of D. W. Griffith's "Way Down East," with Lillian Gish, Richard Barthelmess, Lowell Sherman, Burr McIntosh and other prominent players, will be given at the Roger Sherman Theatre for one week beginning Sunday, May 20th.

There are many factors which enter the revival of this greatest of the Griffith super-pictures, but none more potent than the wholesome love story of Anna Moore and Dave Bartlett. While the ice scenes near the end, which, by the way, were screened on the Connecticut river, add materially to the thrills of the picture.

Roger Sherman

Universal's giant production of pre-war Vienna with its great tale of romance, holds forth at the Roger Sherman theatre this week with a star cast that cannot be beat. The leading roles of the wonderful love story are played by those master lovers, Mary Philbin and Norman Kerry, while in their support are such marvelous screen stars as Betty Compson, Henry B. Walthall, George Siegman and Martha Mattox.

William Seabury, Broadway's favorite dancer, offers his "Glorifying the Dance" as the stage presentation with pretty Irene Swor as his featured performer, assisted by the clever dancing twins, singers and dancers, Denny Certain, who stops the show with his voice of quality and with Charlie Hathaway at the piano, Seabury's offering is a thing of real grace and beauty.

The Vitaphone this week offers William Demarest in "Papa's Vacation," a real riot of comedy based upon the trials of a letter carrier. "Overtones," another Vitaphone sketch, deals with woman and her inner self, and in addition to being most entertaining it is also most novel. Frank Richardson, popular comedy singer, makes a decided hit at each performance and the Newsboys Harmonica band offers a pleasing number.

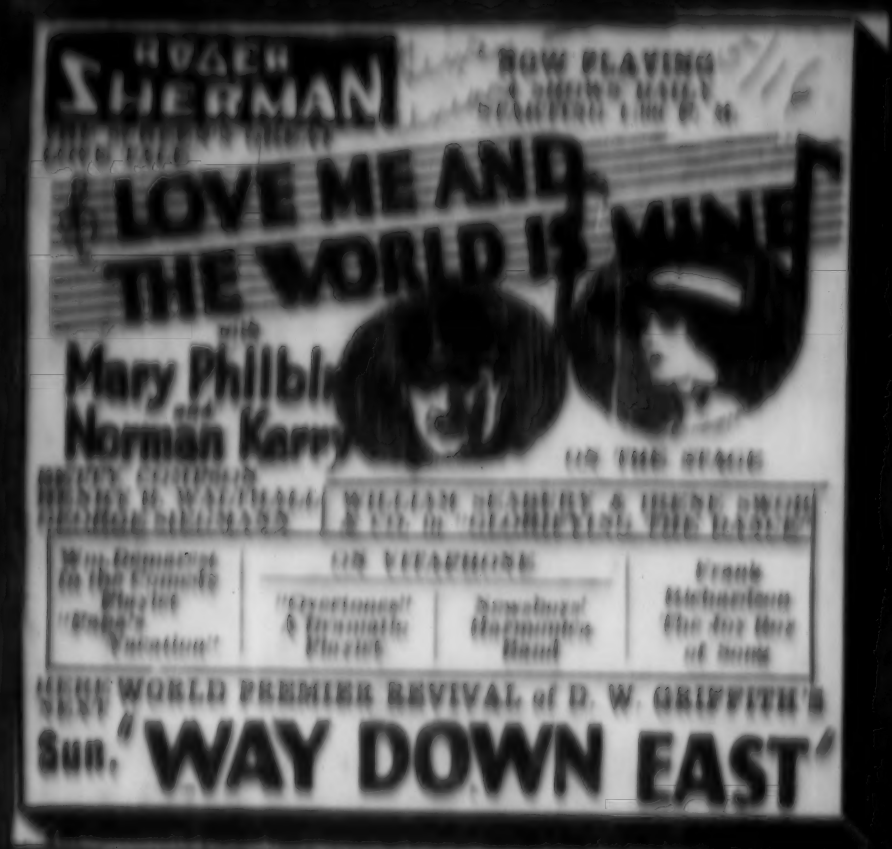
Movietone news completes this week's program, which, as usual is given four times daily starting at 1 p. m.

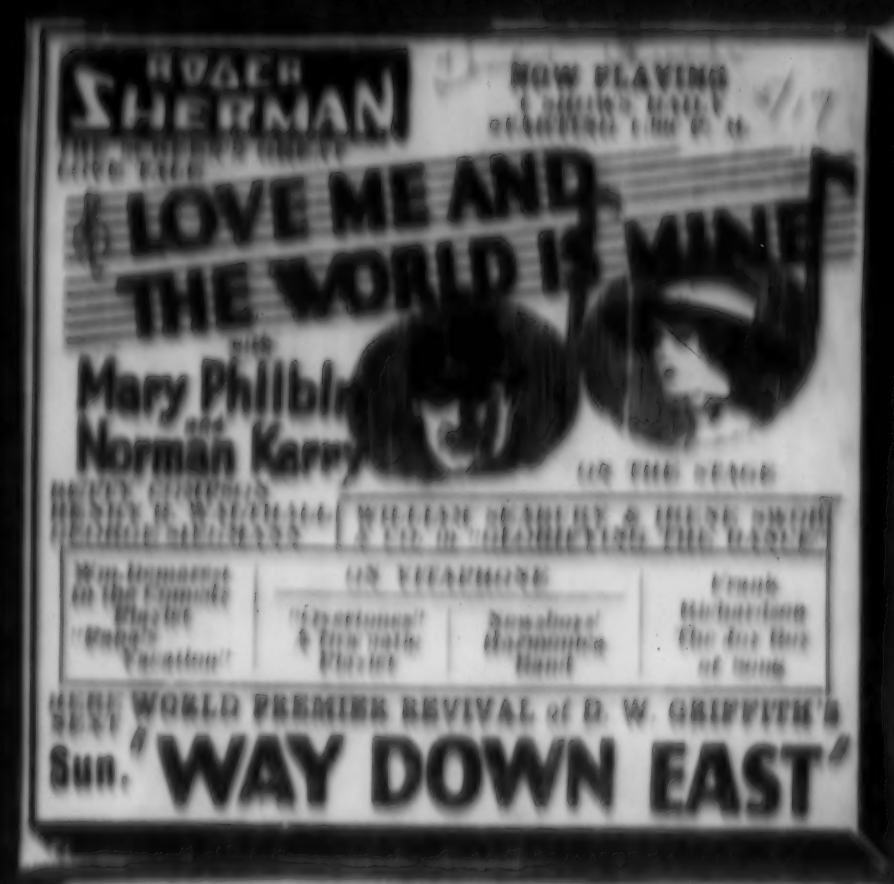
In viewing the great ice break scene in D. W. Griffith's "Way Down East," coming to the Roger Sherman for one week beginning Sunday, May 20, one cannot but wonder just how such a thrilling bit of stage setting could possibly be accomplished.

The stage set in this instance in the Connecticut river up at White River Junction, where there are two forks to the river, and a falls and rapids just as treacherous and dan-

erous as any in the whole wide world. Not even the whirlpool rapids at Niagara Falls are more insidious "getting" the victim who may have strayed too far astream. The natives of the local vouch for this.

COMING TO THE ROGER SHERMAN NEXT WEEK





Roger Sherman

William Seabury, noted Broadway dancer, and his partner, Irene Swor, offer a charming and delightful dance revue at the Roger Sherman theatre this week as the stage presentation. They are ably assisted by the Kwating Twins, harmony singers and dancers of no mean ability, and by Denny Curtain and Charlie Hathaway. "Glorifying the Dance" is staged amid scenes of beauty and lighting effects which lend added color to the entire production.

The screen attraction this week is Universal's charming production "Love Me and the World is Mine," in which Mary Philbin, Norman Kerry, Betty Compson, George Siegmann and Henry B. Walthall are seen in the principal roles.

"Love Me" is a romantic love story laid in the gay city of Vienna in pre-war days and its cast numbers thousands in some of the massive scenes.

Vitaphone scores with William Demarest in "Papa's Vacation," a comedy playlet with a mail carrier as the central figure on a vacation hike planned for his rest by his wife.

Frank Richardson, the joy boy of song, is another hit on the "talkies" as is "Overtones," a playlet in which two women gossips with one another face to face while their inner selves likewise gossip in true fashion.

The Newsboys Harmonica Band completes the Vitaphone section of the bill and the latest Movietone News rounds out the program which remain at the Sherman for the balance of the week.

The Roger Sherman revival of D. W. Griffith's "Way Down East" for the week beginning Sunday, May 20th, should be the biggest box office attraction of today, because it will be the only showing of the epic of New England rural life at the present time. The exhibitor throughout the country will not have a chance to book "Way Down East" until autumn.

The biggest thing about "Way Down East" is that it is lasting. This has been proven by the famous old play, and this play never reached the public finished off as artistically and as powerfully as Griffith's picture. It's an entertainment that people have gone to see again and again. And they will continue to do so. Even beneath the surface of the purely melodramatic play rested elements that brought the crowds back whenever it was presented.

And these elements Griffith has brought out more forcefully and with greater respect. These combined with that thrill of thrills with which he concludes his entertainment are what will make the piceure live as long or even longer than its noted predecessor.

In other words, it is the entertainment that is the predominant thing about "Way Down East."

And with all this it has its years of running on the stage behind it, the name of Griffith, the names of the principal players, the artistry with which it is generally presented. Certainly it should be the biggest box office attraction of today.

ONE OF THE MANY THRILLING SCENES ..... IN
D. W. GRIFFITH'S
"WAY DOWN EAST"

ALL NEXT WEEK AT THE ROGER SHERMAN

Roger Sherman

Outstanding in the great cast of "Love Me and the World Is Mine" now playing at the Roger Sherman theatre this week is Mary Philbin

NEW HAVEN TIMES-UNION

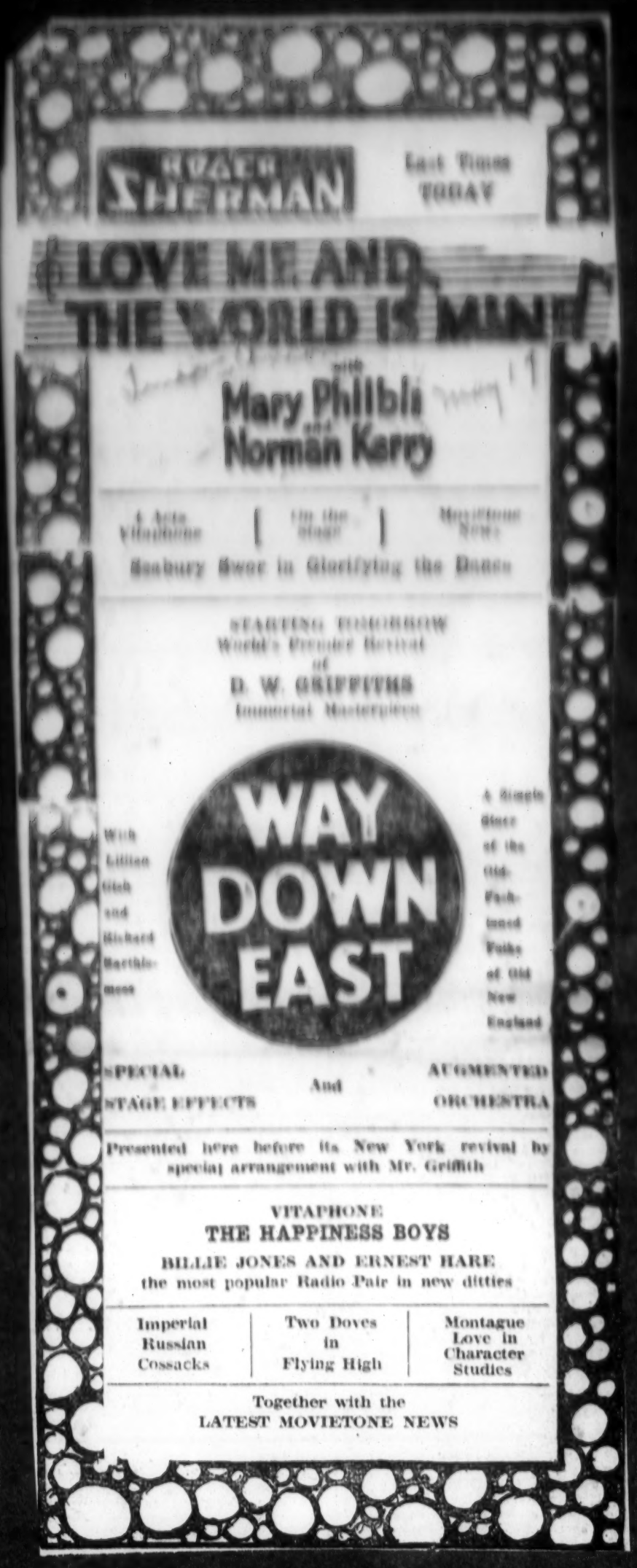
and Norman Kerry, that perfect duet of lovers of the screen masterpieces and Betty Compson, who in this offering plays one of her finest roles. Henry B. Walthall and George Siegmann also lend greatly to the attraction in character roles. "Love Me" is a story of Pre-war Vienna, that gay city in which the famous picture "Merry-Go Round" was founded.

On the stage appears William Seabury assisted by Irene Swor and the Kwating Twins in 'Glorifying the Dance' which has proven to be one of the most beautiful acts appearing here this season.

Vitaphone renders a program brim full of novelty and entertainment. It is headed by a comedy sketch "Papa's Vacation" in which William Demarest is featured. "Overtones", another Vitaphone playlet offers real novelty, while Frank Richardson, the boy of song, digs up applause at every performance. The Newsboys' Harmonica Band is more novelty and gets the audience in a merry mood.

"Way Down East," D. W. Griffith's glorified melodrama of screen art, will be revived at the Roger Sherman Theatre for one week, beginning Sunday, May 20th.

The New York morning papers in 1920, when "Way Down East" was breaking all records for attendance at the 44th Street Theatre, carried "a personal letter" to the people of New York from D. W. Griffith in the form of paid advertisements.



Roger Sherman

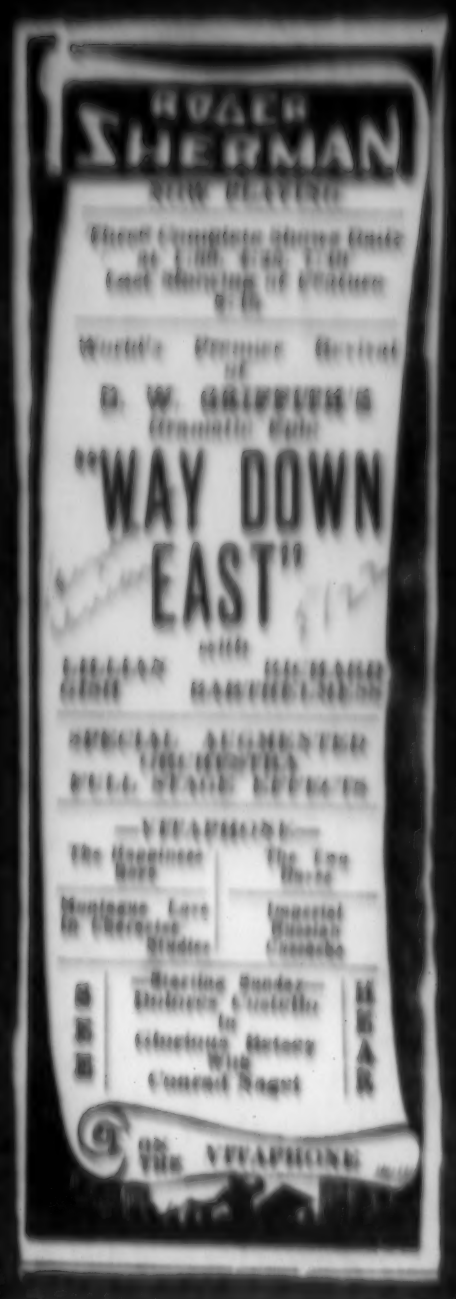
"Love Me and the World is Mine" with its great star cast which includes such known players as Mary Philbin, Norman Kerry, Betty Compson, Henry B. Walthall and George Siegmann will have its final showing at the Roger Sherman theatre today and tomorrow.

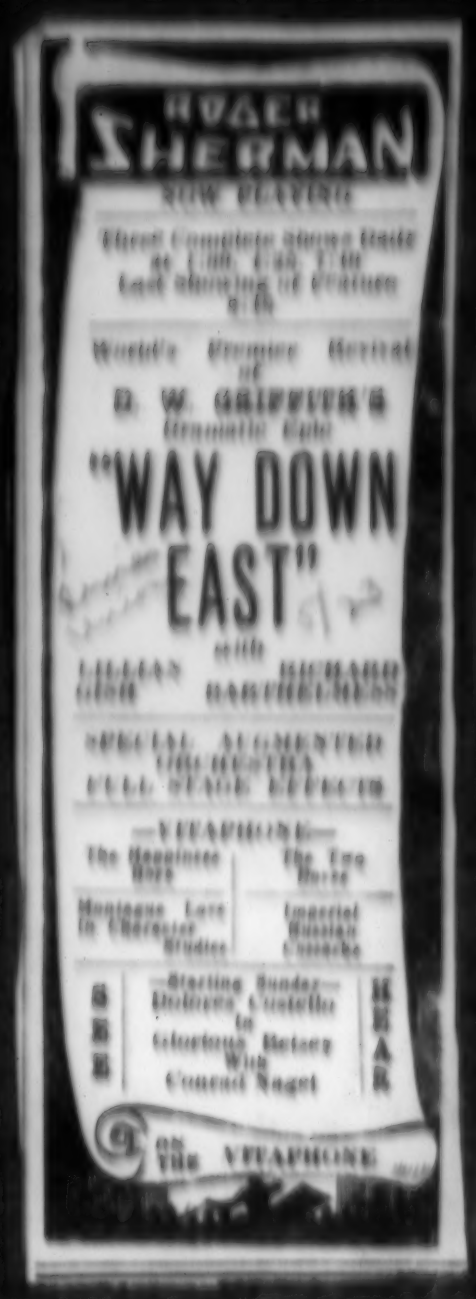
D. W. Griffith's "Way Down East" will be revived at the Roger Sherman theatre for one week beginning Sunday, May 20th.

When it came to picking the farm yard animals for the acting requirements of "Way Down East," D. W. Griffith had one of his technical directors furnish him a list of animals required. That was easy, thought everybody around the big studio. The ordinary list of domestic animals prevalent in farm or barn yards was an easy matter to enumerate. It included cows, sheep, horses, pigs, chickens, ducks, geese and a dog. This list was handed to Mr. Griffith. "This will not do," he said. "You've left out the most valued asset to our presentation of the farm and its animals."

"What do you mean?" "Just this. Have you noticed how much 'babyhood' is shown among the farm animals in the bucolic scenes of 'Way Down East?' There are calves, chicks, puppies, lambs, fledglings, kittens, and then there are the 'grown-ups' of the barnyard—cows, sheep, horses, dogs, pigeons, pigs, and the great herds of cattle numbering 200. We want the sweet, happy babyhood of farm life wherever we can show it," said Mr. Griffith.

On account of the length of the program for next week there will be no stage presentation offered but a most delightful Vitaphone bill has been arranged in which the famous radio team, "The Happiness Boys" will offer their latest numbers, Montague Love noted screen player, "The Two Doves," in comedy and The Imperial Russian Cossacks' musical novelty will take part. There will be three complete performances daily.





Roger Sherman

Once every so often there comes to the world a picture production that has everlasting life, even, though they are, but that few are the pictures that always live in demand.

Nearly nine years ago D. W. Griffith completed his screen version of "Way Down East" after spending a biting winter on the shores of the Connecticut River in order to secure the now famous rescue scene, a scene that has never since been equaled in pictures. With the opening of the picture at the 44th Street theatre, New York, the critics and the public alike rose to their feet and cheered, as they had never done before or since.

Nine years have slipped by and in that time Mr. Griffith has been called upon many times to bring his "Way Down East" to the public eye again. After scouting about the country Mr. Griffith decided to revive this masterpiece within the section of the country of which it is a part and further chose New Haven as the city and the Roger Sherman as the theatre.

Yesterday history repeated itself when at the end of the great ice rescue the audience broke into a sounding applause at each of the three great performances. One could not help but thrill with the stirring original music of the story being played by the augmented orchestra and with the original stage effects of ice, snow, wind and water swirling in one's ears.

Lillian Gish is today a famous actress, but Lillian Gish never performed a better role than that of Anna Moore, the child mother who was tricked into a false marriage by the city chap, Lowell Sherman. Nor has Richard Barthlemess, with all his great recent successes performed with more real honest to life emotions. Pictures may come and pictures may go but "Way Down East" as Griffith made it will continue every so often to thrill a new generation and to bring up past memories of great screen masterpieces to the old timers.

If you have never seen "Way Down East" then for your own sake make it a point to witness this master revival. If you have seen it before you will need no urging to repeat the pleasant task of thrilling anew with it at the Roger Sherman.

The Movietone and Vitaphone are also presented on the week's bill and received warm applause for they both contain considerable entertainment.

The Happiness Boys are a riot as usual. The Russian Imperial Cossacks offer a musical program par-excellent and it is dotted with comedy by Hugh Herbert. Montague Love, noted stage and screen villian offers character studies and "The Two Doves" are a cure for the grouch with their merry comments in the sketch "Flyin' High".

Three complete performances are offered this week. The Vitaphone shows at 1:00, 4:25 and 7:40 p. m., and the feature at 2:10, 5:30 and 8:45 p. m. Owing to the extreme length of the program there will be no stage presentation during the present week.

Roger Sherman

D. W. Griffith's "Way Down East" has proved a record-breaking revival at the Roger Sherman theatre where it opened its world premier revival last Sunday to a business that turned thousands away from the theatre doors.

Again yesterday throngs sought entrance to the theatre in order that they might witness this great masterpiece of motion picture art for the first time or perhaps it was for the second time. In nine years a new generation has sprung up and to this age the great picture is something new and entertaining. To those who witnessed it some years ago it is a standing proof that the thrill it created in its early days still lives.

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Following the close of this week's offering the Roger Sherman announces the coming of the third and greatest of all Vitaphoned superfeatures "Glorious Betsy" with Dolores Costello and Conrad Nagel in the starring roles. This offering starts next Sunday.

last night after witnessing the revival of D. W. Griffith's greatest masterpiece "Way Down East," which opened here to turn-away business on Sunday and has continued to break all records for a revival production.

The gentleman was very correct and found plenty of patrons to side with him for no picture in the past nine years has equalled "Way Down East" for its lifelike playing, its thrilling scenes and its burning lesson to mankind.

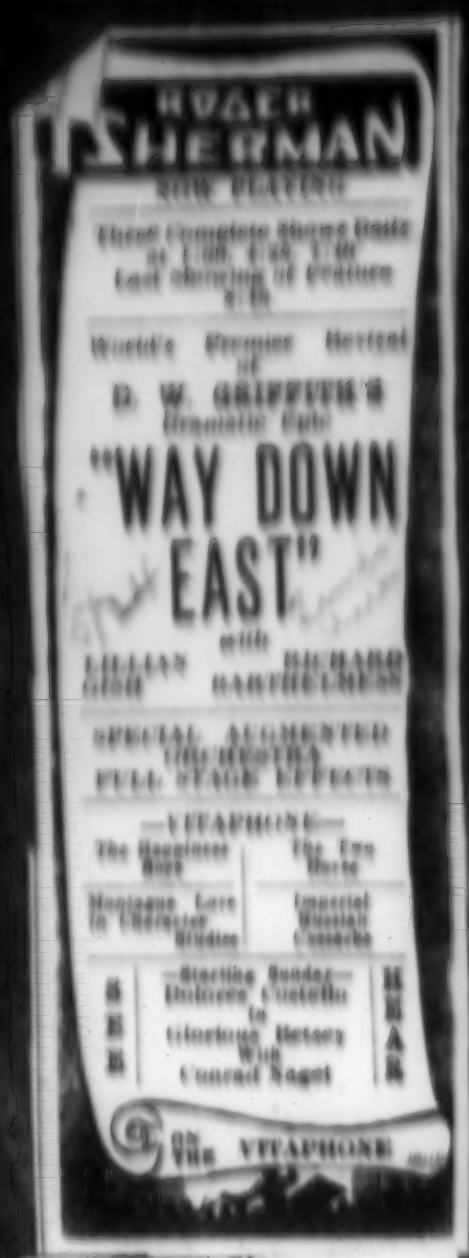
"Way Down East" started Lillian Gish and Richard Barthelmess upon their road to stardom and as one witnesses their acting in this picture of the past one cannot but admit that they were as good then as youngsters as they are today at the top of their ladder.

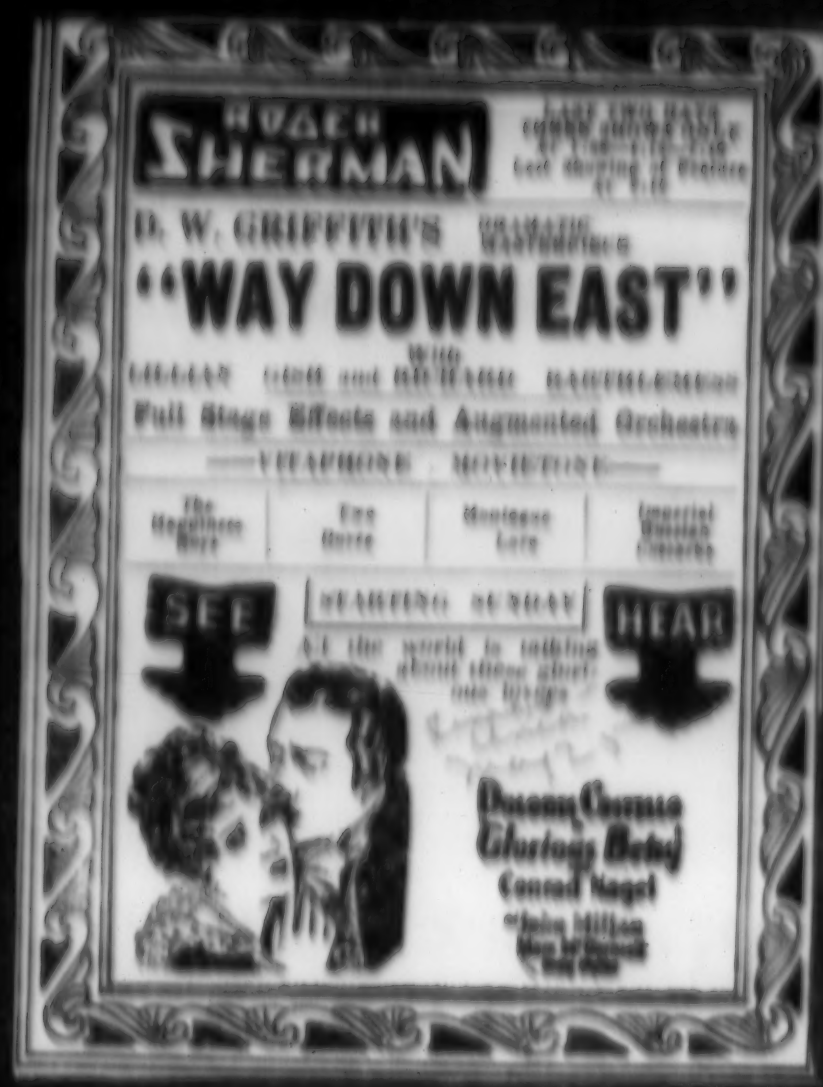
The attraction is offered here even before its revival in New York and with it is an augmented orchestra which carries on the original musical score and all the stage effects of the original production which was road, showed throughout the country until six years ago, when Griffith withdrew it until its coming here.

The program is a long one at the Roger Sherman this week, but there is not a tiring moment in it for the Movietone and the Vitaphone both pack a punch with the feature picture. Vitaphone offers the Happiness Boys in a new line of material, the Imperial Russian Cossacks, who hold one in delight with their novel musical act, the "The Loves," who create laughter galore and Montague Love who offers a few character studies that are good.

Three performances are given daily starting at 1 p. m., with the last showing of the feature picture starting at 8:45 p. m.

Starting Sunday comes another two dollar treat for New Haveners at popular prices when Dolores Costello will be seen and heard in the latest Vitaphoned feature picture, "Glorious Betsy," with Conrad Nagel. This production is now on Broadway in its second month at the Warner theater, where it is surpassing the records built up by "Tenderloin." "Glorious Betsy" even without the Vitaphone is a marvellous production and with it becomes another of those rare entertainments that will make history in the motion picture art as did "The Jazz Singer."





Roger Sherman

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Starting Sunday the Roger Sherman management presents Dolores Costello with Conrad Nagel in "Glorious Betsy," the greatest vitaphone score picture to date. "Glorious Betsy" is a story which without vitaphone would prove one of those masterpieces but with the vitaphone, which breaks to the public several lines spoken by the players as well as some dramatic scenes during the action of the story makes it the greatest photo-play production in the past five years. The offering of the vitaphone acts, movietone news and a gigantic stage production will complete next week's program.

Roger Sherman

"Glorious Betsy" vitaphoned follows "Way Down East."

There remains but today and tomorrow for patrons of the Roger Sherman Theater to witness the great revival of D. W. Griffith's mounted masterpiece "Way Down East," which stars Lillian Gish and Richard Barthelmess. Those who know have been surprised at the volume of business which this famous picture has brought as a revival. There is little wonder for it, however, that it will always remain a revival in the minds of those who witness it. "Way Down East" is being offered here with its full stage effects and especially augmented orchestra under the direction of Harry Klimpl rendering the original Griffith's score. The vitaphone presentation program and movietone news completes the bill.

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Buffalo Office 5th Floor Rm. 501

Sol Playing Dir. Mgr.

UNITED ARTISTS CORPORATION

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MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT

CARL E. MILLIKEN
SECRETARY

J. HOMER PLATTEN
TREASURER AND
ASST. SECRETARY

OFFICE OF TREASURER
AND
ASSISTANT SECRETARY

May 31, 1928.

Dear Mr. Griffith,

Postponed Annual Meeting of Members
June 20, 1928 - 8 P.M.

Herewith notice and proxy. Will you kindly let me know at your early convenience whether you will be present at the meeting?

Even though your intention may be to attend meeting of the members, kindly execute the enclosed proxy so that in the event that unforeseen circumstances subsequently prevent your personal attendance, we may have your proxy available. If it is unlikely that you will attend this meeting, it will be necessary that you execute the enclosed copy and return to the writer.

Kindly note that whoever you designate as your proxy must be present in person, in accordance with the requirements of the By-Laws of the Association.

For your convenience, it may be noted that you may designate any of the officers of the Association as your proxy, if that will simplify matters for you.

With kindest regards, I am

Respectfully yours,

J. Homer Platten

Assistant Secretary.

D.W. Griffith, Esq.,
D.W. Griffith, Inc.,
1107 Longacre Byilding,
New York City, N.Y.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

May 21, 1926.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 18th instant in the above matter, with its enclosure of check to our order for $500., for which please accept our thanks.

Yours very truly,

Harold H Kaufman

Harold H. Kaufman
Adjustment Dept.

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable sign above or preceding the address.

WESTERN UNION

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CHICAGO ILL 244P MAY 22 1939

MISS C M CONWAY

SUITE 501 729 7 AVE CR D W GRIFFITH

UNITED ARTISTS CLEVELAND OFFICE TOMORROW UNTIL FURTHER NOTICE REGARDS

E LINDEMAN

424P

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

May 22, 1926.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir: Re: G & H Pictures Corp.

Please be advised that we are this day in receipt of check in the sum of $243.75 sent us by United Artists Corp., in accordance with assignment of the G & H Distributing Corp., in connection with the picture, "His Darker Self".

After applying the above check on account of the indebtedness of the G & H Pictures Corporation, the principal balance remaining due thereon is $7,077.75.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

SKETCHES WILL BE EXHIBITED HERE

Sketch of Cardinal Rieg y Casanova, of Spain, included in the works of Miss Graziella Jacoby, Hollywood artist. A number of sketches by Miss Jacoby of leading churchmen will be on exhibition tomorrow at the headquarters of the Knights of Columbus, 1441 McCadden place.

Hollywood Artist to Put on Display Pictures of Churchmen

An unusually interesting exhibit of orginal sketches of the leading cardinals and prelates who attended the Eucharistic congress in Chicago in June, 1926, will be shown tomorrow only at the Hollywood council of the Knights of Columbus at 1441 McCadden place.

The list includes Cardinal Bonzano of Italy, Cardinal Dubois of France, Cardinal Rieg y Casanova of Spain, Cardinal Piffl of Vienna, Austria; Cardinal Csernoch of Hungary, Dr. Ignace Seipel, ex-chancellor of Austria; Bishop Tacconi of China; Archbishop Dobrecich, premate of Serbia; the archbishop and primate of Santa Domingo and a beautiful portrait of the Madonna.

The artist, an adopted daughter of Hollywood, is Miss Graziella Jacoby, 800 South Normandie, a young woman who has studied under some of the greatest masters of Europe. Of French parentage, she is, in reality, a Chicago girl, although, as she frankly says, "My home is where I make a financial success of myself." And, in the present instance, that happens to be in Hollywood.

Miss Jacoby is justly proud of her sketches of the great Catholic leaders, especially so as each portrait is signed by the hand of the original. The public is invited to view the sketches.

Talk on Vaccination

Form 1201

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CLEVELAND OHIO 344P MAY 23 1935

MISS C M CONWAY

729 7 AVE ROOM 501 CARE D W GRIFFITH INC

NEWYORK THURSDAY ADVISE MR GREY REGARDS

LONDEMAN

412P

1444444444444444444444 729 Seventh Ave. Rm 801

May 24, 1926

Mr. W. A. Moore,
Roger Sherman Theatre,
New Haven, Conn.

Dear Mr. Moore:

I have just finished a telephone conversation with Mr. Gottisman, regarding the engagement of WAY DOWN EAST at your theatre, and from reports I get I cannot help but feel very well pleased with the campaign you have given the picture, and I would appreciate it very much if you would send me your campaign in its entireity and also whatever reviews were given the picture.

Mr. Gottisman has asked me while writing you, to request that you write him a letter giving various comments and etc., on the picture.

Thanks in advance for your favor.

Sincerely yours,
D.W. GRIFFITH, INC.

ELL/IB

Sales Manager

United Artists Corporation
908 So. Harwood Street
Dallas, Texas

May 24, 1928

Mr. Edward Lindeman,
D. W. Griffith Representative,
United Artists Corporation,
New York City, New York.

Dear Mr. Lindeman:

"ROSE OF LOVE" played to poor business at The Melba Theatre here last week and the newspaper reviews on the production as a whole were good, but unfortunately the love scenes between Don Alvarado and Mary Philbin created laughter and the picture developed into a comedy.

While the laughter was not so pronounced during the last of week as during the opening day when the attached review was written, there was considerable laughter each day. The reviews may have been responsible for the attitude of the public for the picture.

I attended on Thursday night and the audience was in an uproar from the end of the love scenes until finale. The scene of Barrymore and Philbin with the knife at her breast created the greatest outburst of laughter.

The attitude of the Dallas audiences toward the picture has damaged my possibilities for the picture in my territory.

I thought you would be interested in this information.

Regards.

Yours very truly,
UNITED ARTISTS CORPORATION

R. A. Morrow
Branch Sales Manager

RAM/C

Herald Has More Daily

ENTS Reviewed

LOVE SCENES AMUSE AUDIENCE AT MELBA

Realistic Petting in "Drums of Love" Brings Guffaws from Fans

Movie patrons who desire to know just what the younger generation means by "petting" is respectfully invited to go to the Melba theater this week, where the most complete example of that widespread college activity ever transferred to the screen is recorded between Mary Philbin and Don Alvarado, in "Drums of Love," the well known story of Paolo and Francesca.

Don and Mary give a realistic interpretation of the procedure and the audience Sunday night greeted it with boisterous laughter. Its equilibrium completely upset, from there on out, it regarded the rest of the picture with considerable mirth. When the deceived Duce returns on the scene and peeps banefully through the window at the petters, the audience giggles. When the beautiful "Emanuella" admits that she ought to die, the audience snickers. When the Duce goes to kill her and she snuggles, the audience guffaws. When the Duce tries to kill her and can not, the audience simply roars.

As for the actual petting scenes, they are in all the variety Don Alvarado knows when he takes the beautiful wife of his brother in his arms.

"Tonight, at twelve, at your window!" breathes the Don and the beautiful "Emanuella" nods faintly. But when the time comes, the Don comes boldly in at the door, and rushes into a clinch. At the break, "Emanuella" flutters away in terror, while the audience shrieks with delight.

Regarding the characters, Mary is beautiful and the Don is glittering, but real honors go to Lionel Barrymore for his best performance in years as the deformed Duce. In fact, the picture is excellently directed and acted. D. W. Griffith's only mistake was in turning Don Alvarado loose in the love scenes. The Don has had too much experience.—R. T. F.

CAPITOL THEATRE

MIDDLETOWN, CONN.

OFFICE OF
MANAGING DIRECTOR

TELEPHONE
2400

May 24,1926

7

Mr.Charles Stern
United Artists Corp.
134 Meadow Street
New Haven,Conn.

My dear Mr.Stern:

Complying with the request of your office we return herewith statements for business done on "Drums of Love".

You will note the total amount of business done on four days amounts to $673.25, the cost of this picture as you know was $500, special advertising on same $110, regular house overhead for four days $800, making a total of $1410, and a loss to us of $736.75 on the four day engagement.

On the face of these figures, which we are prepared to prove, we respectfully request that you request your New York office to make an immediate adjustment on this picture.

We beleive the United Artists Corporation is entitled to no more than thirty per cent of the gross receipts of this engagement.

Trusting you will give this your immediate attention, am awaiting your reply, we remain,

Very truly yours,

Charles E. Lewis

CEL:D

CHARLES E.LEWIS
Managing Director.

Form 1.200-A

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MAY 25 - 1926.

MR. HARRY GOLD
DESHLER HOTEL
COLUMBUS, OHIO

FOLLOWING WIRE SENT MR. CLIFTON. QUOTE. CHANGES ORDERED BY YOUR BOARD ON DRUMS OF LOVE WERE SUBMITTED TO THE CLEVELAND EXCHANGE ALTHOUGH THE PRINT OF THE PICTURE WAS FURNISHED TO COLUMBUS FROM OUR CINCINNATI OFFICE. STOP. THE CHANGES ORDERED EVIDENTLY WERE NOT THOROUGHLY UNDERSTOOD BY THE OFFICE FORCE SO I HAVE REQUESTED MR. HARRY GOLD TO CALL ON YOU AND TAKE CARE OF THE MATTER IN ACCORDANCE WITH YOUR THOUGHT OF THE CHANGES DESIRED. UNQUOTE SUGGEST YOU SEE MISS LUETHI AND MISS WARFIELD FIRST. KINDEST REGARDS. AT TAFT HOTEL.

E. L. LINDEMAN

MAY 22th.1952

"THE BATTLE OF THE SEXES" -- PREVIEW - LA JOLLA

BARBER SHOP

Insert of book "LITTLE WOMEN" - Titter.

When Barber Swings Marie around ash she is trying to hear more of conversation between barber and Judson -- Titter.

Close view of man flirting with Marie as she is swung around by barber - Titter.

MARIE'S APARTMENT

Short laugh as Marie kisses Jimmy in apartment just before he leaves her.

Short laugh at title: "IT'S WONDERFUL TO HAVE A MAN WHO DOESN'T MUSH OVER YOU."

JUDSON APARTMENT:

Medium laugh as Ruth drags Fat Boy from out in hall.

More laughter when fat boy and Ruth bump into other couple while dancing.

Medium laugh at title: "HONK! HONK! I'M THROUGH."

MARIE'S APARTMENT:

Titter when Marie falls in Judson's arms out in hall as she is visualizing her action.

Short laugh as Marie grabs Judson around the neck and he stumbles around on floor. This is when she comes to. This is also when she is visualizing her action.

Titter at first insert of mouse. More laughter at insert of mouse washing face.

Medium and sort of hysterical laugh as mouse crawls up Marie's leg.

Medium laugh when she runs out and bumps into Judson in hall.

Greater laugh at second insert of Marie pointing at mouse.

Much laughter at Judson going in circles as he is attempting to swap mouse with newspaper - this is first action.

MARIE'S APARTMENT CONT.

Biggest laugh at Judson on floor on hands and knees with muffler over face going after mouse.

(There was general laughter all through mouse scene)

Medium laugh at medium shot of Judson waving hands as he realizes Marie is about to faint.

Much laughter at Marie's fainting in Judson's arms, as she falls off couch.

Titter when Marie covers up breast and more laughter as Judson swallows. This is after Marie says:"OH! OH! WHERE AM I?"

Short laugh at title:" YOU KNOW FROM THE EYEBROWS UP, etc."

Little more laughter as Hersholt responds with title: "THAT'S FUNNY SOMEBODY ELSE SAID so, etc."

Titter at title of Maries "YOU KNOW IN NEW YORK A GOOD GIRL GETS LONESOME,etc."

Short Laugh at close view of Judson sympathizing with Marie after above title.

JUDSON'S HALL

Titter at Judson after leaving Marie's apartment as he fixes coat and has attitude that he is still "in the ring".

JUDSON BEDROOM

Much laughter as Judson stands before mirror and sees himself as Napoleon - fixes hat,etc. Last action gets most laugh.

MARIE'S APARTMENT:

Medium laugh as Marie pounds piano with leg and then with fanny.

Little more laughter at Maid opening door for Judson's entry.

Titter as Marie gives Judson short cold glances as he smokes pipe and blows smoke in her face while she is showing him book.

Titter at insert of song: "ROSE IN THE BUD".

MARIE'S APARTMENT

Titter at title of Marie's: "HOW MARVELOUSLY YOU SING,ETC;"

JUDSON BEDROOM

BIGGEST LAUGHS OF EXERCISING SCENE:

1. Judson lying flat on back on floor after bicycle action, breathing heavily - stomach heaving up and and down. - First bicycle action brings most laughter.

2. Medium laugh as Judson rises and sags with hands on back.

3. General titter throughout shadow boxing scene. Scene too long.

4. Medium laugh as Judson finishes shadow boxing and falls flat on back on bed.

5. Belt scenes bring greatest laughs.

   Highlights of belt scenes:

   a. Belt around Judson's stomach. - Second action as he moves belt down and then jumps.

   b. Judson turns and puts belt down on "fanny"

   c. Close view of Judson with belt around neck - first action.

   d. Judson trying to get out of belt. Final scene.

6. Laughter was pretty general all through corset scene. This was biggest laugh in Bedroom.

CABARET:

Big laugh at insert of girl eating chop.

Medium laugh at entrance of Judson and Marie - Marie swinging around.

About same amount of laughter at second insert of girl eating.

Medium laugh as Marie takes money out of Hersholt's wallet.

CABARET CONT.

Titter at Marie dancing with Judson as she gives somebody the wink about gives glance of ridicule at Judson - Close View.

Titter at Judson and Marie as Marie stops to fix stocking first shot just as mother sees Judson.

Titter as Judson and Marie dance off.

Medium laugh as Judson watches couple dancing and turning around - first shot.

Less laughter at third insert of girl eating.

Titter as Judson feels wilted collar in close view.

Short laugh as Judson starts out dancing second time -

Short laugh at titles: "AREN'T YOU DANCING" AND "WE JUST DID"

Very short laugh at insert of girl eating and having waiter leave more food on table - this is ~~third~~ fourth insert.

Generous laugh at scene of Hersholt taking off shoe and feeling foot.

Short laugh as Hersholt yawns.

Very short laugh as Hersholt looks at watch

Titter at fade out of Hersholt very desolate looking figure.

MARIE'S APARTMENT:

Short laugh at title; "DONT DARLING ME UNLESS YOU HAVE SOLD THOSE BONDS".

Short laugh at second shake by Judson of Marie.

General short laugh all through scene of Marie throwing pillows at Judson - little long.

Titter at title: "ALL I DO ALL DAY LONG IS SIT ON MY -- "

HOTEL CORRIDOR:

Small laugh as Billie backs off after leaving father and trying to get away from girl.

Generous laugh at girl's "WELL I'LL BE DAMNED" expression.

MARIES APARTMENT:

Nervous laugh at title by Marie: "PUT THAT GUN DOWN,etc."

Short laugh at close up of Marie saying "YOU - YOU LOUSE."

MARIE'S APARTMENT:

Short laugh all through action from time Jimmy and Marie come out of ante-room to title "I SAW YOU HUGGING HER."

Short laugh at Marie and Jimmy going around room - second time brought most laughs.

Short nervous laugh at title by Judson:" "YOU ARE DISGRACING THE WHOLE FAMILY,etc."

Short laugh at title of Ruth's in response: " I AM FOLLOWING IN YOUR FOOTSTEPS,etc."

Big laugh as Judson grabs Ruth and spanks her - first action.

Generous laugh as Marie backs Jimmy up against wall - first action.

Big laugh as Marie beckons Jimmy up as if to forgive him and then slaps him. First action.

Mere titer at last spanking of Ruth by Judson.

Big laugh as Jimmy raises fist as if to strike Marie.

Short laugh at title of Maries: "YOU'D - YOU'D HIT ME,etc."

Short laugh as Marie lams Jimmy again after Hersholt leaves.

Medium laugh as Marie gets check out of Jimmy's vest pocket.

JUDSON HOTEL ROOM

Medium laugh at fade in of Judson sitting forlorn in hotel room.

Big laugh as he takes off his corset.

JUDSON APARTMENT:

Small laugh as Judson blows his nose.

END

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201 P

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SYMBOLS

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NL	Night Letter
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RECEIVED AT 60 ORANGE ST., NEW HAVEN, CONN. "LXU"

1929 MAY 24 AM 11 36

NA404 2R COLLECT=COLUMBUS OHIO 24 1120A

EDWARD L INDEMAN= $1.20

C 30 TAFT HOTEL NEWHAVEN CONN

CENSORS PERMITTING DRUMS TO OPEN STILLMAN SUNDAY OKAY HOWEVER DEMANDING ADDITIONAL ELIMINATIONS BE MADE NEXT WEEK I WILL TAKE CARE OF EVERYTHING IF AGREEABLE TO YOU REGARDS=

HARRY L COLD.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

May 26th, 1926.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 25th instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $6,577.75.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

Copy Mr Lindeman

MAY 28th, 1930.

Mr. Dresson K. Smith
HOME OFFICE

Dear Mr. Smith:

Confirming our telephonic conversation relative to the Ohio Censors recall of "DRUGS OF LOVE", I obtained permission from the Censors to have the picture open at the Stillman Theatre, Cleveland, Sunday, May 27th, as originally cut.

Governor Donahey objected strongly to this picture and told me that he had more personal complaints on this picture than anything that had heretofore been passed.

The Censors will make additional cuts on this picture and I promised them that as soon as the cuts came through they would be made immediately on the print now showing at the Stillman. So, God knows to what extent these eliminations will be. I, of course, will do my utmost to have whatever eliminations that are made modified.

For your information, the Paramount picture Street of Sin which was booked to open Saturday at the Allen Theatre, Cleveland, was recalled at the same time, and a new picture had to be set in.

Yours sincerely,

UNITED ARTISTS CORPORATION

District Sales Manager

HL/RW
C.Mr.Lichtman
C.Mr. Lindeman

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

116 A

May 29 1926

MR RAYMOND KLUNE
CARE UNITED ARTISTS STUDIOS
HOLLYWOOD CALIFORNIA

MRS GRIFFITHS SISTER IS VERY ILL AT SANFRANCISCO SUGGEST THAT MR GRIFFITH WIRE MRS GRIFFITH CARE OF DR ROBERT BURROWS TWOTHOUSAND FOURHUNDRED SIX CLAY STREET SANFRANCISCO THAT HE HAS JUST LEARNED OF HER SISTERS ILLNESS ~~[illegible]~~ FROM ME AND THAT HE WISHES TO KNOW IF THERE IS ANYTHING HE CAN DO TO ASSIST AND ALSO EXPRESS THE USUAL SYMPATHIES STOP BE SURE TO HAVE HIM DO THIS KINDEST REGARDS

BANZHAF

charge Banzhaf 130 W. 42nd Street

(COPY)
STATE OF OHIO
DEPARTMENT OF EDUCATION
DIVISION OF FILM CENSORSHIP
213 South High Street
Columbus

May 29th 1926.

United Artists Corporation,
1611 East 21st Street,
Cleveland, Ohio.

Gentlemen:

Referring to Certificate No. 9883 of April 21st 1926 issued to the Cleveland Office and Certificate No. 9884 of April 21st 1926 issued to the Cincinnati office covering your film "The Drums of Love", you are hereby notified that the eliminations in this film are changed to read as follows:

3 rd Reel: Cut out all close-up front views of Leonardo in tight trousers standing and bowing at top of stairway, leaving only distant shots of him. Also cut out close-up and near front views of him coming down steps, approaching camera, standing and bowing and following front view of him walking.

4 th Reel: Cut out all scenes of Emanuella and Cathos in bedroom following wedding ceremony. Also cut out accompanying subtitle: "Leonardo has told me how kind you are. Can't I go now and see you tomorrow:"

6th Reel: After subtitle "I understand, Leonardo, you are right - " etc., cut out all scenes of Emanuella and Leonardo kissing with exception of first scene of five feet. Also cut out following scenes of her swooning in his arms, of them sinking to floor and kissing and following scenes of them until they are again standing. Cut out all scenes of Emanuella in bedroom preparing for Leonardo's visit including scenes of maid putting on her shoes and stockings, Emanuella perfuming herself and walking into other room. Shortly after Leonardo enters room cut out scenes of him kneeling and kissing Emanuella's legs and all up her body. Where Leonardo and Emanuella are seated on couch and after close-up of Leonardo's face cut out all following scenes of them kissing and embracing to end of reel. (This elimination starts from point where Leonardo has one hand on back of couch and the other hand on Emanuella's arm.)

7th Reel: Cut out scenes of Jester's face at window. Cut out all scenes of Leonardo and Emanuella on couch kissing and embracing as seen through curtain. Also cut out entire following close-up view of them kissing and embracing on couch. In subsequent views where Leonardo is kneeling before Emanuella cut out all scenes where he is kissing her on leg and breast and all following scenes where he is leaning over her as she sinks back on couch including fade-out scene. Cut out scene of Jester placing bodies of statuettes of Emanuella and Leonardo together and following scenes of him pressing them together.

8th Reel: After subtitle "I cannot live without you, etc" reduce to two feet scene of Leonardo kissing Emanuella on neck. Before subtitle "Help me, help me etc" reduce to three feet scene of Leonardo with his

face pressed against Emanuella's neck, and immediately following above subtitle allow only five feet of scene of them. Also cut out all scenes of Emanuella repeatedly kissing Leonardo.

<u>Reel</u>: Cut out all scenes on couch where Leonardo is leaning back in Emanuella's arms up to scene where husband enters room. After Gathos enters room cut out all views of couple on couch with exception of flash where Emanuella sees a shadow of her husband and starts to get up. Cut out subtitle - 'This was all? There was no more than this?'

DIVISION OF FILM CENSORSHIP
DEPARTMENT OF EDUCATION

(Signed) J.L. Clifton
DIRECTOR OF EDUCATION

State of Ohio
Department of Education
Division of Film Censorship
111 South High Street
Columbus

L. L. Clifton
Director of Education

Assistant Censors
Mary Ruth Clifton
Deborah M. Warren

ELIMINATIONS IN "THE DRUMS OF LOVE."

4th Reel: After "Cathos" takes "Emanuella" in his arms, cut out scenes where he holds her up close to his body.

6th Reel: Cut out all views of "Leonardo" kissing "Emanuella's" legs and all up her body. Eliminate part of scene of "Leonardo" and "Emanuella" sitting on couch kissing from point where "Emanuella" has her arms around "Leonardo's" neck.

7th Reel: Cut out all views of "Leonardo" and "Emanuella" in long kiss and embrace on sofa with exception of one scene of five feet where they are not moving their bodies but simply kissing. In subsequent views where "Leonardo" is kneeling before "Emanuella", cut out scenes where he is kissing her on leg and breast and all following scenes where he is leaning over her as she sinks back on couch.

9th Reel: Reduce views of "Emanuella" kissing "Leonardo" again and again as he lies in her arms to view of her kissing him once. After subtitle "Goodbye - - goodbye forever" eliminate all but five feet of "Emanuella" and "Leonardo" in long kiss.

ELIMINATIONS ON DRUMS OF LOVE

The Drums of Love:- 4th Reel: Cut out scene of "Cathos" taking "Emanuella" in his arms and all scenes of him holding her close to his body, kissing and embracing her.

6th Reel: Cut out all views of "Leonardo" kissing "Emanuella's" legs and all up her body. Cut out last ten feet of "Emanuella" and "Leonardo" sitting on couch kissing and embracing where "Emanuella" has her arms around his neck.

7th Reel: Cut out all views of "Leonardo" and "Emanuella" in long kiss and embrace on sofa with exception of one scene of five feet where they are not moving their bodies but simply kissing. In subsequent views, where "Leonardo" is kneeling before "Emanuella," cut out scenes where he is kissing her on leg and breast and all following scenes where he is leaning over her as she sinks back on couch.

9th Reel: Reduce views of "Emanuella" kissing "Leonardo" again and again as he lies in her arms to a view of her kissing him once. Eliminate views of "Emanuella" and "Leonardo" in long kiss after subtitle: "Goddbye -- goodbye forever" with exception of scene of five feet where "Cathos" enters. Cut out subtitle "That was all - there was no more than this?"

Pennsylvania

Philadelphia Inquirer

DRUMS OF LOVE

1. A - Elim. views of Bopi, after he has fallen to ground, looking at pile of dirt nearby and pointing to it.

4. A - Elim. subtitle: "Leonardo has told me how kind you are. Can't I go away and see you tomorrow?" and substitute: "LEONARDO HAS TOLD ME HOW KIND YOU ARE."

   B - Reduce views of Cathos taking Emanuella in his arms and holding her close to his body and kissing and embracing her in a sensual manner to five feet where he does not register sensuality or undue brutality but simply embraces her.

6. A- Elim. views of Emanuella perfuming her legs and her body.
   B - Elim. views of Leonardo kissing Emanuella's leg and all up her body, and views of him rubbing his face over her face, of her shaking her head "no", and reduce views of them after going into kiss and embrace to one flash of three feet.

7. A - Reduce all views of Leonardo and Emanuella in long kiss and embrace when they are on sofa, of them undulating their bodies, writhing, etc. etc., to one flash of three feet where they are just simply kissing.

   B - Elim. subsequent views of Leonardo kneeling before Emanuella kissing her hand, leg, arm, leaning over her and she sinks backwards on sofa.

8. A - Reduce views of Emanuella kissing Leonardo again and again as he lies in her arms to a view of her kissing him once.

9. A - Elim. views of Emanuella and Leonardo in long kiss after subtitle: "Goodbye -- goodbye forever."

May 29, 1928.

Consolidated Film Industries, Inc.,
202 West 16th Street,
New York, N. Y.

Attention of Mr. Raffo.

Gentlemen:

Confirming telephone conversation of today, will you kindly pack properly and ship the negative of "WAY DOWN EAST" to the following address:

Mr. J. Aller,
c/o Consolidated Laboratories,
Los Angeles, Calif.

We understand that $10,000 is the amount of insurance usually placed by you on negatives of big productions, and we, therefore, would appreciate it if you will have the negative insured for that amount. We would further appreciate it if you will kindly see that the negative is shipped at the earliest possible moment as they are awaiting its arrival in Los Angeles.

Thanking you, we are

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

CC/S

D. W. GRIFFITH TELLS WHAT L. A. HAS DONE FOR FILM PROGRESS

D. W. Griffith, veteran motion pict who tells the inspiration of Los Angeles in develo industry.

RE-ELECTION DRIVE ON FOR 3 JUDGES

Strongly backed by bar associations of virtually every southern California county, a committee of Los Angeles attorneys, headed by Walter Haas, Homer Williams and Mark L. Herron, began active work today for re-election of the three incumbent justices of the second district court of appeal, division two.

Under the present primary law, it was pointed out, nomination of the incumbents, Presiding Justice Lewis R. Works and Associate Justices Marin W. Craig and Ira F. Thompson, may be by sponsors, and it is the plan of the committee to proceed by this method.

In a statement issued by Mr. Herron, members of the bar favoring re-election of the appellate court justices were asked to sign a sponsorship roll at his office on the fifth floor of the Hellman Bank building, 650 South Spring street.

Mr. Herron stated that attorneys from all outlying counties, except San Bernardino, have heartily joined in a movement to sponsor the three justices, thus saving them the time and work necessarily incident to campaigning.

BREAK GROUND FOR L. A. AUTO FACTORY

Ground-breaking ceremonies for the new $1,500,000 assembling plant of the Willys-Overland company took place at 2 p. m. today at the Laguna Land and Water Co. property, east of the Central Manufacturing district.

Contracts for the new building were let Saturday to the J. V. McNeil company, with the stipulation that the construction work be completed in 90 days. The Llewellyn iron works is to construct the structural steel work of the building.

Mayor George E. Cryer represented the city of Los Angeles at the ground-breaking exercises, with President George L. Eastman of the chamber of commerce acting for that organization. The Willys-Overland company and John N. Willys, its president, were represented by J. A. Sheldon and W. E. Ourand.

The assembling plant when completed will consist of a main one-story building 660 feet by 420 feet, a power plant and a two-story office building.

Announce Funeral

[illegible] tale of what motion pictures have done for Los Angeles has been reversed.

The story now is about what Los Angeles has done for motion pictures, and it was told by David Wark Griffith, who ought to know.

The dean of directors sat in his office in the United Artists studio at Santa Monica boulevard and Formosa street today. Watched through curtained windows the noon procession of uniformed hussars, peasant girls, rouged young men in officers' costumes and stenographers outside, smoked several cigarets, and explained the cinema's overlooked debt to the city, drawing proof from his own life and experience.

And in his opinion the motion picture industry owes whatever art and technique is possessed in the environment of Los Angeles.

KNOWN OVER WORLD

"It has been written many times," said Mr. Griffith, "that motion pictures have made Los Angeles the best known city in the world, taking place even before Paris. For the common Japanese and Chinese and Zulu Indians and natives of South Africa have never heard of the French capital, while they have seen motion pictures that they all know came from Los Angeles and Hollywood.

"But what Los Angeles has done for pictures is not so often stated—and few ever recognize it at all.

"This can be exemplified through my own life. When I was a young man I wanted to be a writer. I traveled all over the country making my way writing, selling stories that did not amount to much to newspapers. To get experience and ideas to write about I worked in many places.

TRAINING FOR CAREER

"I worked in the wheat fields, I mixed concrete, shoveled, worked on railroad trains, puddled iron, and picked hops, training myself for the fulfillment of my ambition to write.

"When I first came to Southern California, out of the snow and the cold of the east, the orange trees were in bloom. The country was in its glory, and was more glorious to me because of the comparison with the wind-bitten fields of the east I had just left.

"The beauty around me so im-

[illegible] anything to [illegible] Gabriel [illegible] was selected as the [illegible] motion magazine.

CREDIT TO L. A.

"So, if it is true, as people of the screen say, that most of the technique of the screen is due to me, that I first invented close-ups, various forms of action fade-outs, the use of miniatures in glass, and other devices without which the making of pictures would be impossible, Los Angeles and Southern California must be given the credit because the inspiration of the beauty here, of the very air that swings in slanting from the ocean, was entirely responsible for whatever I did.

Mr. Griffith paused, and then he continued, in his deep, lyrical voice:

"I shall never forget, never want to forget, what that first sight of Southern California means to me. To those who have lived here all their lives it may seem exaggerated, but they must picture a poor, impressionable youth seeing all this for the first time. The thrill of seeing the snow gleaming over the mountains above San Gabriel, and the green fields, stirred him as he has never been stirred since.

INSPIRATION AROUSED

"And it heat to the top—all the inspiration, all the imagination, however little it may be, that was in me.

"As I said, I am only giving my experience, to show how much motion pictures owe to Los Angeles. There are hundreds of others who have done good work for the screen. And if there were any way to analyze the influence that the surroundings here have had on their work you could see how much the screen owes to this country.

"Perhaps it was the beauty of Greece and Athens that created the subtle alchemy responsible for the glorious sculpture and the peerless literature that came out of them.

"So if we believe motion pictures are immortal, we must believe that it was the immortal beauty of Southern California that made them so."

Mr. Griffith paused again. Then he talked some about himself, and told how he first got into pictures through the old Biograph company, after he had written a play; how he did not take them seriously at first, thinking that he would stop the next week all the time, urged on to work by the demands of his landlady for board money. He told of the first close-ups he ever took, the first fade-outs, the first long shots.

"It is a strange paradox that I who devoted myself to the study of words should end in a business where they are not used," he ended. "But I suppose you could say that Los Angeles should be credited with that, too."

Of Belle Bennett

Last rites, arranged today for William Bennett Bendon, father of Belle Bennett, film star, will be held tomorrow at 10:30 a. m. at the W. M. Strother chapel, Hollywood.

Mr. Bendon, who had been a showman all his life, came to Los Angeles three years ago to reside with his daughter, whose married name is Mrs. M. C. Windermere. He had been a producer and actor, traveling for many years mostly in the south. His death occurred on Sunday.

Miss Bennett had returned only Thursday from Minnesota, bringing her maternal grandmother, Mrs. James Blackburn, and Mr. Bendon was able to meet them at the train.

WIDOWS TO MEET

Yearly reports from all committees will be heard Friday night at the regular business session of the Los Angeles Branch Council No. 10 of the Widows' Protective league, to be held at 48 South Hill street. Mrs. Bernice A. Johnson, president of the council, will preside.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Huxley

From Mr. Lindeman

Date May 31, 1928

Time

Reply to

Complying with your request of May 29th, we are today mailing a complete score of "MY DOGS HAIR" to Dr. Reisenfeld at the United Artists Theatre, Los Angeles, Cal.

Will you please write the various exchanges and have them report on the number of scores of "MY DOGS HAIR" that they may have; the number of scores that are in perfect condition, and any that might have been mutilated in any way, or parts of scores that they may have. Thanks.

A.L. Lindeman

AL/IM

Please make all replies on back of this memorandum.

Telephone
Sewickley 224

Mrs. Moses Atwood
Leetsdale, Pennsylvania

May 31, 1928.

Mr. D. W. Griffith,
Motion Picture Producer,
New York City.

Dear Sir:

Some time ago you visited the Block House in Pittsburgh and while there told the custodian you proposed to produce a film dealing with the history of America before the Revolution.

As a member of the Board of the Fort Pitt Society of the Daughters of the American Revolution, which has the Block House property, I am interested to know whether you carried out your plan.

I have heard of a motion picture called "WINNING THE WILDERNESS" but am unable to find out from the Film Exchange here in Pittsburgh as to its author.

You will greatly oblige me if your Secretary will kindly give me this information.

Yours sincerely,

Jane B Atwood

President of the Fort Pitt Society.

May 31, 1928.

Mr. A. Giffith Gray,
Paramount Building,
New York, N. Y.

Dear Mr. Gray,

Herewith I am submitting to you some information relative to the action taken on the picture "Hell's Angels" by some of the different censor boards that we have had to contend with.

Attached is a list of the cuts as ordered by the State Board of New York. After much difficulty with them they allowed some cuts reinstated and did not hold us strictly to the letter of the cuts as ordered originally, but insisted that we read the cuts as agreed upon verbally and then submit the print to them for re-screening.

Also am giving you a list of the eliminations as ordered by the Ohio State Board of Censors. In this situation I personally went to Columbus, Ohio and re-submitted the picture and they allowed me to re-instate a number of the scenes that were originally ordered out but they would not change the wording of the original order inasmuch as the order had gone out to their field men and they did not feel it was wise to change the original papers. The picture then played Columbus, Ohio and on Friday, May 25th I received word that the State Board of Censors at Columbus had ordered the picture withdrawn from Ohio. As the picture was booked to open at Loews Stillman Theatre, Cleveland on Sunday the 27th we got in touch with Mr. Gold, the United Artists District Manager for that territory, had him go to Columbus and his letter to Mr. Cresson Smith, as per attached copy, explains that situation.

In the case of Detroit, Mich. the police censor, Lieut. Royle Baker, re-instated some things that were originally ordered out but only with the understanding that after the picture played first run in Detroit we would make the original cuts if he requested us to do so.

In the City of Chicago I worked with the board along the lines about which I talked with you and got the picture through in very good shape with practically no eliminations but they also exacted an understanding that we would make some eliminations after the first run if they deemed it necessary.

Also I wish to advise you that I find that the different censor boards around the country are now exchanging eliminations that they order.

I am giving you the above information for whatever purpose you see fit to use it.

Very truly yours,

ELL/CC

B R U S S E L S - General Report for the month ending May 31st, 1928

I. MATTERS OF IMPORTANCE.

Successful continuance of the first run of "The Circus".

II. PRODUCTIONS RELEASED etc.

No important films of other firms released this month.

III. CHANGES IN PERSONNEL etc.

None

IV. MATTERS OF POLITICAL IMPORTANCE.

None.

V. MATTERS OF ECONOMIC IMPORTANCE.

Economic conditions are not favorable in Belgium at the present time on account of the continued high cost of living which resulted from the stabilisation of the Belgian franc sometime ago.

VI. ANTI AMERICAN FILMS etc.

None.

VIII. CONSOLIDATION etc.

Over a year ago; the Loew Metro bought the control of five cinemas in Belgium; it was reported that on account of the high losses which they had in connection with the exploitation of these theatres they had to dispose of them to the Cormillière Company. This will be a favorable change for us as the Loew Metro has not been willing at all times to pay our prices and we shall be able to arrive at proper conditions with the Cormillière Company.

IX. NEW THEATRES etc.

None.

X. ADVERTISING etc.

Window display and other exploitation for "The Circus".

General Report - Brussels - (Continued)

XI. MEMBERS OF OUR ORGANISATION etc.

None.

XII. SUGGESTIONS etc.

None.

XIII. CHECK UP etc.

a) Yes

b) Sufficient.

OBSERVATIONS.

We had legal difficulties in the principal first run houses of Brussels, Liège, Charleroi and Namur on account of our not being able to deliver "The Circus" last season as contracted for. All these theatres brought suits for damages which they claimed they suffered for not having received the picture last year. We were able in all cases to carry on these suits until the arrival of "The Circus" this season but meanwhile it was impossible to do business in these houses, which is the reason for the receipts this year being far below what they would have been. All of the suits have now been adjusted except one at Namur which will probably be settled within a few weeks and we shall thus be able to do business again with the theatres which have been closed to us this season on account of the litigation and the last six months of this year will therefore show an immense difference from the figures of the past season.

Signed: Marcel Coppens.

-:-:-:-:-:-:-:-:-:-:-

A.F.

H E L S I N G F O R S - General Report for two months ending May 31st, 1929

I. MATTERS OF IMPORTANCE etc.

"The Circus" released April 8th.
"College" " " 30th.
"Two Arabian Knights" released May 7th.

"The Circus" was a splendid success. The opening performance was attended by the President of Finland and other important personalities.

"College", fair success.

"Two Arabian Knights". Very good success with excellent criticisms.

II. PRODUCTIONS RELEASED BY OTHER COMPANIES etc.

"Gustaf Wasa" (Swedish) Not very successful.
"The Adventurer" (German film with Lily Damita) Good success.
"Old Ironside" (Paramount) Fair success.
"The Show" (Metro) Not successful.

III. CHANGES IN PERSONNEL etc.

None.

IV. MATTERS OF POLITICAL IMPORTANCE.

None

V. MATTERS OF ECONOMICAL IMPORTANCE.

None.

VI. ANTI AMERICAN FILMS.

None.

VIII. CONSOLIDATION

None.

IX. NEW THEATRES etc.

None.

General Report - Helsingfors - (Continued)

XI. MEMBERS OF OUR ORGANIZATION etc.

None in particular.

XII. SUGGESTIONS

None.

XIII. CHECK UP etc.

a) Yes.

b) Sufficient.

Signed: Gunnar Stenblom

=:=:=:=:=:=:=:=:=:=:=

A.F.

S A B N V A - General Report for two months ending May 31st, 1929

I. MATTERS OF IMPORTANCE.

a) "Barrell and Son"
"The Garden of Eden"
"The Dove"

b) "Barrell and Son" well received.
"The Garden of Eden" Fair success.
"The Dove" was criticised as not being a sufficiently important story for Miss Talmadge.

II. PRODUCTIONS RELEASED etc.

"Barrows of Satan" (Paramount) Fair success.
"La Valse de l'Adieu" (French) Fair success.
"Artists Faces" (Paramount) Not successful.
"The Adventurer" with Lily Damita - Fairly well received.

III. CHANGES IN PERSONNEL etc.

None.

IV. MATTERS OF POLITICAL IMPORTANCE.

None.

V. MATTERS OF ECONOMIC IMPORTANCE.

None.

VI. ANTI AMERICAN FILMS.

None.

VIII. CONSOLIDATION etc.

None.

IX. NEW THEATRES etc.

The Compagnie Générale du Cinéma intends to open new theatres next season at Bale, Lausanne and Zurich.

We have already taken contracts for these theatres.

General Report - Geneva - (Continued)

X. ADVERTISING etc.

Nothing.

XI. MEMBERS OF OUR ORGANIZATION etc?

None in particular.

XII. SUGGESTIONS etc.

None.

XIII. CHECK UP etc.

a) Yes.

b) Sufficient.

Signed: C.B. MANTELL.

-:-:-:-:-:-:-:-:-:-:-:-

A.F.

B A R C E L O N A - General Report for two months

ending May 31st, 1928

I. MATTERS OF IMPORTANCE

a) "The Circus"
"The Daughter in Revolt"
The Winning of Barbara Worth"

b) "The Circus" was a splendid success.
"The Daughter in Revolt" badly received.
"The Winning of Barbara Worth" - While this picture had good newspapers notices, it did not meet with great success, the principal unfavorable comment being that the scenario was too distinctly American.

II. PRODUCTIONS RELEASED BY OTHER COMPANIES.

"For Heaven's Sake" (Paramount) Considered Lloyd's poorest picture.
"Tell it to the Marines" (Metro) Fair success.
"Altars of desire" (Metro) Fair success.
"Me, of Steel" (First National) Not successful.

III. CHANGES IN PERSONNEL etc.

None.

IV. MATTERS OF POLITICAL IMPORTANCE.

None.

V. MATTERS OF ECONOMIC IMPORTANCE.

None.

VI. ANTI AMERICAN FILMS.

None.

VIII. CONSOLIDATION etc.

Nothing.

IX. NEW THEATRES, etc.

None.

General Report - Barcelona - (Continued)

X. ADVERTISING etc.

An unusual amount of stories and pictures in the press in connection with "The Circus".

XI. MEMBERS OF OUR ORGANIZATION etc.

None in particular.

XII. SUGGESTIONS

None.

XIII. CHECK UP etc.

a) Yes

b) Sufficient.

Signed: Eduardo Gurt.

-:-:-:-:-:-:-:-:-:-:-:-

A.F.

P R A G U E - General Report for two months ending May 31st, 1928

I. MATTERS OF IMPORTANCE etc.

"The Dove", "The Garden of Eden", "The Devil Dancer".

"The Dove" was not well received and both the criticisms and the public considered that the part played by Miss Talmadge did not suit her and that it was not worthy of such a great artista. "The Dove" opened at the new cinema Metro.

"The Garden of Eden" was unfavorably criticised on account of the scenario being very different from the paly which is well known here. "The Garden of Eden" opened at the Adria and Hvezda.

"The Devil Dancer" opened at the Adria and made a fair success.

II. PRODUCTIONS RELEASED BY OTHER COMPANIES.

"The Way of all Flesh" (Paramount) Only fair success although Paramount spent Cr. 80,000 in advertising.

"La Sirène des Tropiques" (French) made a good success on account of the personal appearance of the star, Josephine Baker.

"Verdun" (French) Fair success.

III. CHANGES IN PERSONNEL, SALARIES etc.

None.

IV. MATTERS OF POLITICAL IMPORTANCE etc.

a. b. c. None.

V. MATTERS OF ECONOMICAL IMPORTANCE, etc.

The economic situation in our Republic is unchanged. Last month the Agrarian party had a congress in Prague. It was of importance in demonstrating that the political and economical situations are sound.

Unusually warm weather during April and May unfavorably affected the business of the cinemas.

General Report - Prague - (Continued)

VI. ANTI AMERICAN FILMS.

None.

VIII. CONSOLIDATION etc.

None.

IX. NEW THEATRES etc.

a) In October 1929 two new large cinemas will be opened in Prague.

b) Yes.

X. ADVERTISING etc.

A special circularising for "Sorrell and Son" and tie-up with the play and book of "The Garden of Eden", popularly known locally.

XI. MEMBERS OF OUR ORGANIZATION etc.

None in particular.

XII. SUGGESTIONS etc.

Nothing.

XIII. CHECK UP etc.

a) Yes.

b) Sufficient.

Signed: Julius Schmitt.

-:-:-:-:-:-:-:-:-:-:-:-

A.F.

O S L O - General Report for two months ending May 31st, 1928

I. MATTERS OF IMPORTANCE etc.

"The Dove" released April 9th.
"Sorrell and Son" April 23rd.
"Steamboat Bill Jr." released May 24th.
"The Devil Dancer" released May 28th.

"The Dove" - Not very well received.
"Sorrell and Son" exceptional success with particular good criticisms.
"Steamboat Bill Jr." Very well received.
"The Devil Dancer" - Fair success.

II. PRODUCTIONS RELEASED BY OTHER COMPANIES etc.

"The Last Command" -Paramount - Well received.
"The Valley of the Giants" - Fairly well received.
"The Unknown" (Metro) Mild success.

III. CHANGES IN PERSONNEL AND SALARIES etc.

None.

IV. MATTERS OF POLITICAL IMPORTANCE etc.

None.

V. MATTERS OF ECONOMIC IMPORTANCE etc.

The Norwegian Crown is again at par for the first time since 1914.

VI. ANTI AMERICAN FILMS etc.

None.

VIII. CONSOLIDATION etc.

Nothing.

IX. NEW THEATRES etc.

None.

General Report - Oslo - (Continued)

X. ADVERTISING etc.

The following amounts have been expended for advertising:

"Steamboat Bill Jr."	Norw.	Cr:	120.-
"The Devil Dancer"	"	"	140.-
"Sorrell and Son"	"	"	350.-

"Sorrell and Son" is now on its 7th week in Oslo and "Steamboat Bill Jr." on its 3rd week.

XI. MEMBERS OF OUR ORGANISATION etc.

None in particular.

XII. SUGGESTIONS etc.

None.

XIII. CHECK UP etc.

a) Yes.

b) Sufficient.

Signed: G.W. Boe

-:o:-:-:-:-:-:-:-:-

A.F.

S T O C K H O L M - General Report for two months ending May 31st, 1926.

1. MATTERS OF IMPORTANCE etc.

"Sorrell and Son" released April 2nd at Roda Kvarn, Stockholm.
"A Daughter in Revolt" released May 7th, at Regina.
"The Devil Dancer" released May 19th at Roda Kvarn.

"Sorrell and Son" was very well received both by the newspapers and public. It ran for two weeks. The fact of there being two Swedish artists in this picture: Anna Q. Nillsen and Nils Asther contributed to its success.

"A Daughter in Revolt" was very badly received and generally considered a poor picture.

"The Devil Dancer" had good notices but was not liked by the public.

11. PRODUCTIONS RELEASED BY OTHER COMPANIES etc.

"The Last Command" (Paramount) at Olympic and Rivoli. Well received.

"The Private Life of Helen of Troy" (First National) at Roda Kvarn. Good success.

"The Valley of the Giants" at Palladium - Not successful.

"Moulin Rouge" at Roda Kvarn - Good success.

111. CHANGES IN PERSONNEL etc.

None.

1V. MATTERS OF POLITICAL IMPORTANCE etc.

a) None.

b)
c) No.

d) Some minor cuts were made by the censor in the second reel of "The Garden of Eden".

e) No.

General Report - Stockholm - (Continued)

V. MATTERS OF ECONOMIC IMPORTANCE etc.

Strikes which last month unfavorably affected the business of the cinemas have satisfactorily settled.

VI. ANTI AMERICAN FILMS etc.

a b c None.

VII. CONSOLIDATION etc.

None.

IX. NEW THEATRES etc.

Nothing.

X. ADVERTISING

An unusual amount of publicity for "Sorrell and Son".

XI. MEMBERS OF OUR ORGANIZATION etc.

None in particular.

XII. SUGGESTIONS etc.

None.

XIII. CHECK UP etc.

a) Yes.

b) Sufficient.

Signed: August Schenström.

-:-:-:-:-:-:-:-:-:-:-:-

A.F.

B E R L I N - General Report for two months

ending May 31st, 1928

I. MATTERS OF IMPORTANCE.

a) "Sorrell and Son"

b) Fair reception by the public. - Very good by the press.

II. PRODUCTIONS PURCHASED etc.

a) "Frauenarzt Dr. Schafer" (German)
"Die Duchgangerin" (German)
"Underworld" (German)
"Anna Karenina" (German)

b) "Frauenarzt Dr. Schafer" was a failure, while the "Duchgangerin" developed into a great hit.

c) "Die Duchgangerin" is having an extended run.

III. CHANGES IN PERSONNEL etc.

None.

IV. MATTERS OF POLITICAL IMPORTANCE.

None.

V. MATTERS OF ECONOMIC IMPORTANCE.

a) Summer weather is affecting the theatre business.

VI. ANTI AMERICAN FILMS etc.

a) No.

VIII. CONSOLIDATION etc.

There has been a consolidation between the Warner interests of Germany and the National Film of Germany.

IX. NEW THEATRES etc.

None.

General Report - Berlin - (Continued)

X. ADVERTISING etc.

All clippings concerning publicity have been sent to the New York office.

a) Mr. Melnitz went to Hamburg to receive Lillian Gish and Camilla Horn. Both received and are receiving great publicity.

XI. MEMBERS OF OUR ORGANIZATION etc.

Nothing.

XII. SUGGESTIONS etc.

Nothing.

XIII. CHECK UP etc.

a) It is unnecessary to send us any more mats or 24 sheet or 6 sheet posters.

b) We would like to have more stills of our stars. Such private photographs as we have received of Dolores del Rio's private life or of John Barrymore, are just eaten up by the papers and we cannot get enough.

Signed: Curtis Melnitz

-:-:-:-:-:-:-:-:-:-:-:-

A.F.

F R A N C E - General Report for two months ending May 31st, 1928

1. MATTERS OF IMPORTANCE

1°- PARIS.- "The Circus" continues its remarkably successful engagement at the Salle Marivaux, the fifteenth week having been reached at the end of May. The picture made a record both in receipts and length of run at this house.

"The Magic Flame" had its general release in the neighborhood theatres. - Generally well received except that in some theatres there were protestations from the audiences on account of the story being considered very improbable.

"Sunya" generally released in neighborhood houses. The picture was generally considered unworthy of Miss Swanson's talents.

A second showing of "The Black Pirate" in the first run neighborhood houses. Excellent success with receipts better than similar engagements of "Don Q. Son of Zorro".

2°- LYONS.- "The Gaucho". While this picture was very much appreciated by the best element it was not liked by the general public as well as some of Mr. Fairbanks previous productions.

"My Best Girl" Excellent success. This picture has greatly contributed to bring Miss Pickford again in the public esteem which she had always enjoyed in Lyons up to the time of her last two pictures which lost her many of her clientele.

"The Circus". Splendid success in Lyons and other towns with receipts in excess to "The Gold Rush".

3°-STRASBOURG. "The Circus" splendid success.

"Sunya" Fairly well received. Some criticisms of not being understandable.

"The Winning of Barbara Worth". Success for Ronald Colman and Vilma Banky but the story did not interest the public.

11. PRODUCTIONS RELEASED etc.

1°- PARIS.- "L'Equipage" at the Imperial. VEry good success.
"The Madona of the Sleeping Cars" (French) at the Aubert Palace. Very successful.
"La Grande Epreuve" (French) at the Paramount Theatre Well received.
"Un Homme en Habit" (Paramount) at the Cameo.- Unsuccessful.
"Battle of Jutland" (English) at the Max Linder. Good success.

2°-MARSEILLES. Norma Talmadge in "Camille". Did not have popular success.

111. CHANGES IN PERSONNEL etc.

None.

1V. MATTERS OF POLITICAL IMPORTANCE.

Paris.- The contingent situation was satisfactorily settled through the visit of Mr. Hays.- A report on this matter and copies of the new law were sent to New York.

V. MATTERS OF ECONOMIC IMPORTANCE.

The stabilisation of the Franc which the French Government announced is to take place in June, is a proof of the excellent financial situation to which France has now arrived.

The elections in April did not result in any important changes in the politics of the Government.

V1. ANTI AMERICAN FILMS etc.

None.

V111. CONSOLIDATION etc.

The Loew Metro who had been distributing their pictures in association with Gaumont have announced that their interests will separate and each will have their own distribution offices. This arrangement will not interfere with the control by the Loew Metro of the Gaumont Theatre.

1X. NEW THEATRES etc.

None.

X. ADVERTISING etc.

In connection with "The Circus" elaborate window displays.

General Report - France (Continued)

broadcasting, special streamlining and an unusual amount of material used in the dailies and weekly publications.

The visit of Mary Pickford and Douglas Fairbanks provided valuable publicity from which we have made the most. On the occasion of Mr. Fairbanks' birthday we gave a luncheon to him and Miss Pickford which was attended by all the important editors of Paris. General Gourraud, the Military Governor of Paris, was also present.

XI. MEMBERS OF OUR ORGANIZATION etc.

None in particular.

XII. SUGGESTIONS etc.

None.

XIII. CHECK UP etc.

We can use more star photos and personal story photos about stars (their houses etc.)

Signed: Guy Crosfell MWTM.

=:=:=:

Old Master Loses His Touch In "Drums Of Love;" Three New Variety Acts at Palace

By EVAN WILLIAMS JR.

The Colonial Theater presents "Drums of Love," a romantic melodrama, with Lionel Barrymore, Mary Philbin, Don Alvarado, Tully Marshall, William Austin, Eugenie Besserer, Charles Mailes, Rosemary Cooper and Joyce Coad. Based on historical incident of Francesca da Rimini. Directed by D. W. Griffith. Produced and released by United Artists.

EVEN an old master can lose his touch. Even the mighty can fall!

Here we have the spectacle of David Wark Griffith, once known as the world's greatest motion picture director, turning out a story that is even under average for a program picture, let alone a super-special.

WE have come to expect excellent pictures from Griffith. Perhaps many of his pictures have been box office flascos, but they have been well put together and intelligently handled. Perhaps that is the reason that "Drums of Love" looks as tho it had been directed by an office boy.

Griffith, I am sorry to report, has lost his punch, his swift, deft strokes, his fastidiousness as to detail, and just about everything else in this, his latest picture.

"DRUMS of LOVE" has the markings of a good cinema story. With a South American background it tells of two powerful families in a war for dominion. At the head of one house is a powerful and ugly hunchback. He has a handsome brother. At the head of the other house is a brokendown old man with a beautiful daughter.

The daughter is forced to marry the hunchback to bring about peace. The hunchback's brother and wife are in love and he discovers it. But he loves them both, so the only way out is suicide and the killing of a jester, the only other soul who knows of the affair.

Griffith makes his first mistake by trying to give his story too much background in the opening reels. The scenes flash from one thing to another so rapidly that the spectator is bewildered. Then when he swings into the actual story his hand is heavy and things drag along so slowly one gets the fidgets.

Griffith is not helped any by the stupid posings of Don Alvarado and Mary Philbin. They are pathetic in their acting.

The only bright spots in the picture are the performances of Lionel Barryr[illegible] [illegible]hall [illegible]el is [illegible] and ugly hunchback. Marshall does some savage buffoonery as the jester that would be hard to better. Incidentally, both of them die in the end leaving Don and Mary, thus proving that the good do not die young.

New Vaudeville

The Keith-Albee Palace Theater presents, on the screen: "Four Sons," reviewed in these columns last Monday. On the stage: Billie Bachelor, Frank DeVoe, and Libby Dancers. Stage presentation of picture, "Little Mother."

THE film, "Four Sons," continues to be the main attraction at the Palace. Inasmuch as we reviewed it at length last Monday suffice it to say that it is one of the best films of the year, and certainly the finest mother-love opera since "Stella Dallas."

There are three new acts of vaudeville on the bill.

Billy Bachelor is headlined in a sort of revue. To be more exact, it is a burlesque on a Russian nig[illegible] club. A male acrobatic dancer [illegible] the hit of the act. Bachelor achi[illegible] some rather good humor.

Frank DeVoe is a young man [illegible] a lot of personality, a pl[illegible] voice, and a flaire for putting [illegible] song in good shape. Most [illegible] songs are old, but he does [illegible] neatly one cannot complain.

The Libby Dancers co[illegible]

East Market G[illegible]
CLOSED TO P[illegible]
TONIG[illegible]
Private [illegible]

Akron, Ohio

Here is the first thing that I encounter on the day of my arrival.

With a critic stepping out to knock a picture we are playing, in such severe terms as this, there is little chance for business.

S.B.

Chris

The Enclosed explains itself

Masha

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

June 1st, 1926

Mr. A. H. T. Banzhaf
130 West 42nd St.,
New York City, N.Y.

Dear Mr. Banzhaf:

I am enclosing herewith some photos and miscellaneous papers in connection with a special light invented by Karl Struss, our cameraman.

This light is a very successful affair and may have some value if patented, and in view of the fact that according to our contract with Mr. Struss we have an interest in any patents, etc., which he might discover, I have obtained all of the enclosed information from Mr. Struss with the idea of having them patented.

The idea that this particular lamp may be of value is borne out by the fact that we are at present negotiating for the sale of a dozen of these lamps to one of the studios here at a price 100% over and above what they cost us.

If you need any additional information in order to have this lamp patented, if you will let me know, I will obtain it from Mr. Struss.

Yours very truly,

Raymond A. Kenn

RAK:F

WILLIAM H. LUXENBERG
PATENT AND TRADE MARK LAWYER
SUITE 508 SECURITY BUILDING
LOS ANGELES

103

Dec. 16, 1943.

Mr. Karl Struss,
1200 Ogden Avenue
Hollywood, Los Angeles.

Dear Sir,-

I send herewith the references found as the closest suggestions to your invention for artificial light in connection with taking pictures. These seem to have to do with the axially adjustable lamp, in a reflector. He found no patent for the Brown Reflector. The one sent is a patent to Limpert. Look these over and let me know how much they approach your idea.

Very truly yours,

W. H. Luxenberg

"Struss Adjustable Incandescent Spot and Flood Light".

"A" Lock-nut - to hold rotating and sliding focussing tube "C" in any desired position. Lamps"E" or "E' " screw into socket attached to "C", and controls the intensity of light by focussing "C" in or out.

"B" Lock-nut and groove to tilt standard "H" holding reflector "F" up or down.

"C" Adjustable - rotating and sliding - tube, containing cable "G" and socket, which holds lamp "E" or "E' " according to the quality or degree of intensity desired.

"D" Lock-nut for adjusting heighth of standard on rod "I".

"E" Lamp - clear or frosted, or combination of clear and frosted.

"F" Reflector of special design to throw flat beam of light - vertical - horizontal - diagonal - concentrated or full flood, which rotates to desired position, independent of "C".

"G" Insulated electric cable leading to lamp "E" or "E' ".

"H" Standard, holding sliding focussing tube "C" and light "E", and supporting reflector "F".

"I" Sliding telescopic rod - giving heighth adjustments.

"J" Rim to which adjustable or telescopic cones or extensions tubes may be attached to confine light to smaller area.

Karl Struss.

April 18, 1928.

Hollywood, Calif.

G. M. OTTE.
SPOT LIGHT MOUNTING.
APPLICATION FILED APR. 6, 1918.

1,324,615. Patented Dec. 9, 1919.
2 SHEETS—SHEET 2.

Fig. 6.

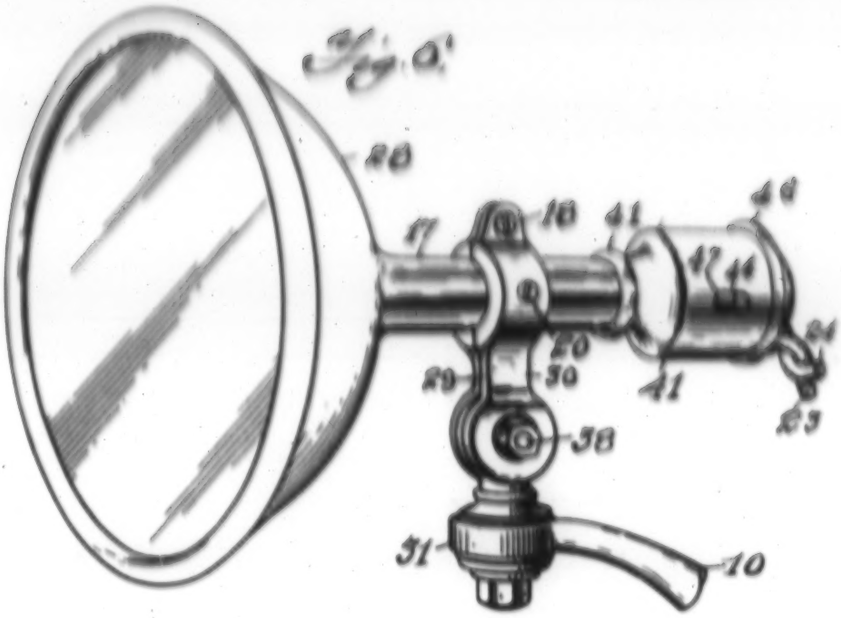


Fig. 8.

Fig. 7.

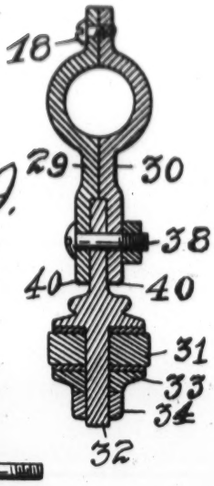


Fig. 10.

Fig. 9.

Witness
J. E. Nordstrom
C. V. Swanson.

Inventor
Otto M. Otte
By S. Arthur Baldwin
Attorney

O. M. OTTE.
SPOT LIGHT MOUNTING.
APPLICATION FILED APR. 5, 1919.

1,324,615. Patented Dec. 9, 1919.
2 SHEETS-SHEET 1.

Fig. 1

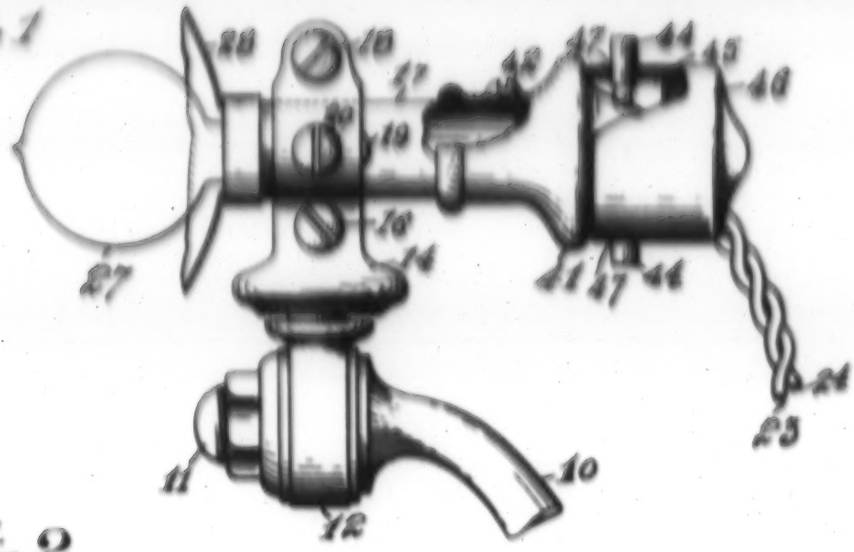


Fig. 2.

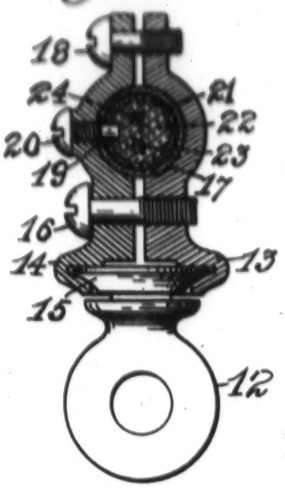


Fig. 3.

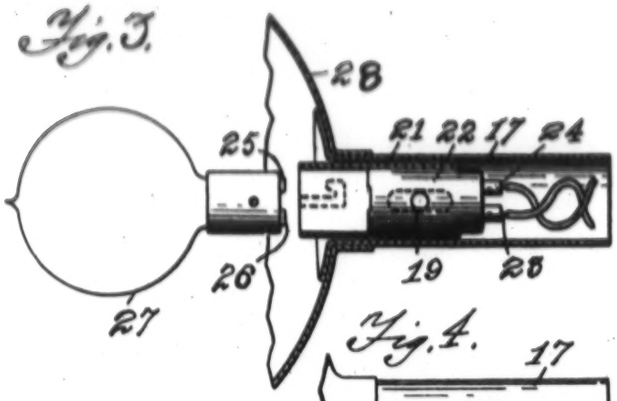


Fig. 4.

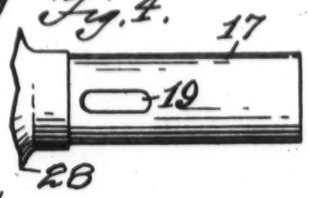
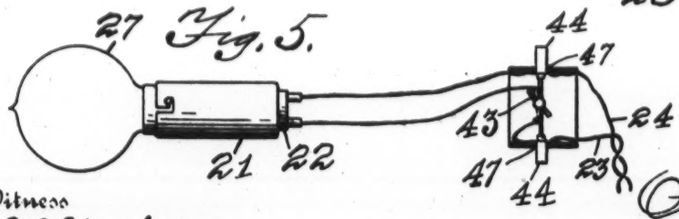


Fig. 5.



Witness
J. E. Nordstrom
C. V. Swanson.

Inventor
Otto M. Otte.
By S. Arthur Baldwin.
Attorney

UNITED STATES PATENT OFFICE.

OTTO M. OTTS, OF JAMESTOWN, NEW YORK.

SPOT-LIGHT MOUNTING.

1,324,615. Specification of Letters Patent. Patented Dec. 9, 1919.

Application filed April 4, 1919. Serial No. 287,183.

To all whom it may concern:

Be it known that I, Otto M. Otts, a citizen of the United States, residing at the city of Jamestown, in the county of Chautauqua and State of New York, have invented certain new and useful Improvements in Spot-Light Mountings, of which the following, taken in connection with the accompanying drawings, is a specification.

The invention relates to mounting for lamps for automobiles and other vehicles, and particularly for spot lights; and the invention consists in providing a simple bracket attachment having means on its outer end upon which a lamp supporting standard may be mounted so as to be rotatively adjustable either vertically or horizontally, said standard comprising a pair of clamping plates which support a fixed source of light in relation to a movable reflector, and means for slidably adjusting the relation of said reflector to said fixed source of light by moving backward or forward along the common axis of both; and second, to provide a two-part switch housing on the rear end of a tubular rear extension on said reflector which may be locked permanently in position by means of plugs removably attached to said switch by passing through coinciding openings in the two parts of said switch housing, thereby also providing a bulb shaped handle for the quick and positive control in the adjustment of the lamp; and the invention consists in the novel features and combinations herein set forth and claimed.

In the drawings, Figure 1 is a side elevation of the improved lamp mounting supporting the rearward extension of my reflector lamp, portions being broken away to show the construction. Fig. 2 is a sectional view of Fig. 1 of the upper portion of the standard and rear lamp extension and an elevation of the lower portion of said standard, showing the disk shaped upper end of said lower portion clamped by said upper portion. Fig. 3 is a sectional view of a portion of the casing of the lamp showing part of said tubular extension and the manner of adjusting the focus of the electric bulb light. Fig. 4 is an elevation of the rear extension tube of the lamp showing the focus adjusting slot therein. Fig. 5 is a detail of the electrical connection of the lamp showing the arrangement of the wiring of the push switch. Fig. 6 is a perspective view of modification of the three-part lamp standard for clamping said rearward extension of the lamp. Fig. 7 is a sectional view of said modification showing the construction and arrangement of the same. Fig. 8 is a perspective view of one of the clamping plates; and Fig. 9 is an edgewise elevation of one of said clamping plates with slight modification in which the clamping screw is cast as a part of said plate. Fig. 10 is a perspective view of the lower standard part.

Like characters of reference refer to the corresponding parts in the several views.

The numeral 10 designates the bracket which preferably has the threaded pin end 11 to receive the lower part 12 of the lamp supporting standard around said pin 11 through a hole in said part 12.

The upper portion of said lamp supporting standard consists of two clamping plates 13 and 14 which fit around the disk shaped upper end 15 of the part 12, the clamping action being attained by means of the screw 16. The plates 13 and 14 are arranged to clasp around the tubular rear extension 17 of the reflector 28 by means of oppositely outwardly curved portions, said plates 13 and 14 extending above the rear tubular extension 17 to receive therethrough a second clamping screw 18. A slot 19 is provided in the rear extension 17 to receive therethrough the set screw 20, which set screw 20 is preferably threaded in the clamping plate 13 or 14, for it may be on either side of the upper portion of said standard, and has a slip fit in the inner socket sleeve 21 and insulation plug 22 through which the two connecting wires 23 and 24 extend to the contacting points 25 and 26 on the butt of the lamp 27 since the sleeve 21 and plug 22 need only to be held stationary in relation to the clamping plate 13 and without compression so that the tubular rear extension 17 and reflector 28 attached thereto may be adjustably slipped back and forth with set screw 20 in the slot 19, in adjusting the focus of the lamp 27 to said reflector 28, it only being necessary to release the two clamping screws 16 and 18 for the clamping plates 13 and 14 to permit the back and forth adjustment of the tubular rear extension 17 and the lamp reflector 28 attached thereto, the lamp 27 remaining fixed in its position as held by

the set screw 29, said set screw 29 only being released or removed when it is desired to take apart the entire lamp.

The modification shown in Figs. 6 to 10 has two clamping plates 29 and 30 which engage around the rearward extension 17 of the reflector 28 in substantially the same manner as in the preferred form of stand and shown in Figs. 1 to 5, having a screw 16 above the tubular extension 17 and a set screw 38, the same as the clamping plates 13 and 14. The outer end 31 of the bracket 10 is provided with a horizontally flat portion having a hole therethrough to receive the downwardly projecting screw pin 32 with the washer 33 and nut 34 thereon. The upper end 35 of the lower part 36 is flat and disk shaped and has the hole 37 therethrough to receive the clamping bolt or screw 38 through the hole 39 in the disk shaped lower ends 40 of the clamping plates 29 and 30 to thereby adjustably clamp the flat sides of the disk 35.

It is apparent that the modification has the double clamping plates and may be adjusted both horizontally and vertically the same as the preferred form of standard with its lower portion 12 and clamping plates 13 and 14 as shown in Figs. 1 and 2. Said form as shown in Figs. 1 and 2 is preferred because of the ease with which the plates 13 and 14 may be clamped upon the beveled disk shaped upper end 15 of the lower part 12, the screw 16 holding said clamping portions 13 and 14 firmly in position thereon with a small amount of force in comparison with the force necessary to clamp the disk shaped ends 40 on the opposite sides of the disk 35 in part 36.

The rearward extension comprises the tube 17 and switch casing 41 which is attached on the rear end of the part 17 by screw 42. The push switch 43 is provided with removable pins 44 so that the ring 45 containing the switch mechanism may be inserted within the rear end of the switch casing 41 and the metal cap 46 may be placed over the rear end of the switch casing 41, said cap 46 and switch casing 41 having holes 47 in the opposite sides into which the removable pins 44 may be inserted and attached in the ring of the switch 43 preferably with a slip socket joint. This arrangement permits the quick and easy assemblage or dismemberment of said rearward extension to adjust the wiring or for repairing the parts. At the same time the bulb formed by the switch case 41 and cap 46 forms a convenient bulbous shaped handle by which the lamp can be turned in any direction, the extension 17 giving sufficient leverage for said adjustment. The electric lamp 27 is connected directly to the source of electrical energy by the positive wire 24 and the negative wire 23 is broken by the push switch 43 so as to turn the light on or off as desired. It will be noted that the plug 22 and inner socket sleeve 21 are held in definite relation by means of the set screw 20. This position of the electric bulb lamp 27 is maintained at all times after the lamp is assembled, and the focusing of the lamp is accomplished by sliding the reflector 28 and the tube 17 backward or forward as desired, it only being necessary to slightly loosen the clamping screws 16 and 38 to permit said sliding action of said tube and reflector.

I claim as new:

1. In a lamp mounting, in combination with a lamp having a rear extension, a bracket, a standard-like member adjustable in a vertical plane borne by the bracket and having a horizontal disk on its upper end, a pair of opposed clamping members formed to clampingly engage over the periphery of the disk at their lower portions and formed to clampingly engage over the lamp extension at their upper portions, and means to secure the pair of clamping members in clamping relation to the disk and lamp extension.

2. In a lamp mounting, in combination with a lamp having a rear extension, a bracket, a lower standard-like member borne by the bracket and having a disk, an upper sectional clamping member clamped at one end about opposite sides of the disk and at its other end about the lamp extension, means to permit one of the members to be rotatively adjusted in a horizontal plane, and means to permit the other member to be adjusted in a vertical plane.

3. A mounting for lamps comprising a bracket, a lamp having a rear extension thereon, a three-part connection between said lamp and bracket consisting of a lower portion pivotally attached on said bracket and having a disk at its upper end, and two clamping plates rotatively adjustable on said lower portion at right angles to the plane of rotation of said lower portion on said bracket to clamp both said disk on said lower portion at one end of the plates and said rear extension of said lamp at the other end of the plates.

4. In a lamp mounting, in combination with a lamp having a rear extension thereon, a bracket having a threaded pin on its outer end, a three-part connective standard rotatively mounted on said pin having means to hold the same in an adjusted position, a disk shaped upper end on the lower portion of said standard, and clamping plates rotatively attached to said disk shaped upper end of said lower portion of said standard and clamping around said rear extension of said lamp to adjustably hold said lamp in different positions.

5. In a lamp mounting, in combination with a lamp having a rear extension there-

on, a bracket having a threaded pin on its outer end, a standard having a lower portion vertically rotatively adjustable on said pin, a horizontal disk on the upper end of said lower portion with a beveled edge, two plates one to each side shaped to clamp the beveled edge of said disk at their lower ends in horizontal rotative adjustment and around said rear extension of said lamp at the upper end, and suitable clamping screws for said plates.

6. In a lamp mounting, in combination with a lamp having a rear extension, a bracket, a lower standard-like member borne by the bracket and having a disk, an upper sectional clamping member clamped about the disk and about the lamp extension, means to permit one of the members to be rotatively adjusted in a horizontal plane, and means to permit the other member to be adjusted in a vertical plane, said lamp extension having a slot and the sectional clamping member having a part extending in the slot.

7. In a mounting for lamps in combination with a reflector lamp having a tubular slotted rear extension on the reflector of said lamp, a plug and electric lamp socket sleeve in said slotted tubular rear extension, a support for said lamp engaging said slotted tubular rear extension, a set screw in said support extending through said slotted tubular rear extension and engaging said plug and socket sleeve to hold the same in fixed relation to said support while permitting a back and forth adjustment of said reflector to said lamp without moving said lamp.

8. In a mounting for lamps, a bracket, a standard adjustably attached on said bracket, a reflector lamp having a tubular rear extension thereon, two plates and screws on said standard to clampingly engage said rear extension of said lamp to support the same, a plug and electric lamp socket sleeve in said tubular rear extension of said lamp, a set screw in one of said plates to hold said plug and socket sleeve in fixed relation thereto, said tubular rear extension having a slot therein for said set screw to permit the adjustment of said reflector to said lamp without moving said lamp socket sleeve and plug.

In testimony whereof I have affixed my signature in the presence of two witnesses.

OTHO M. OTTE.

Witnesses:
H. A. Sandberg,
L. M. Baldwin.

O. R. SELL.
VEHICLE HEAD LAMP.
APPLICATION FILED MAY 26, 1916.

1,217,841. Patented Feb. 27, 1917.

Fig. 1.

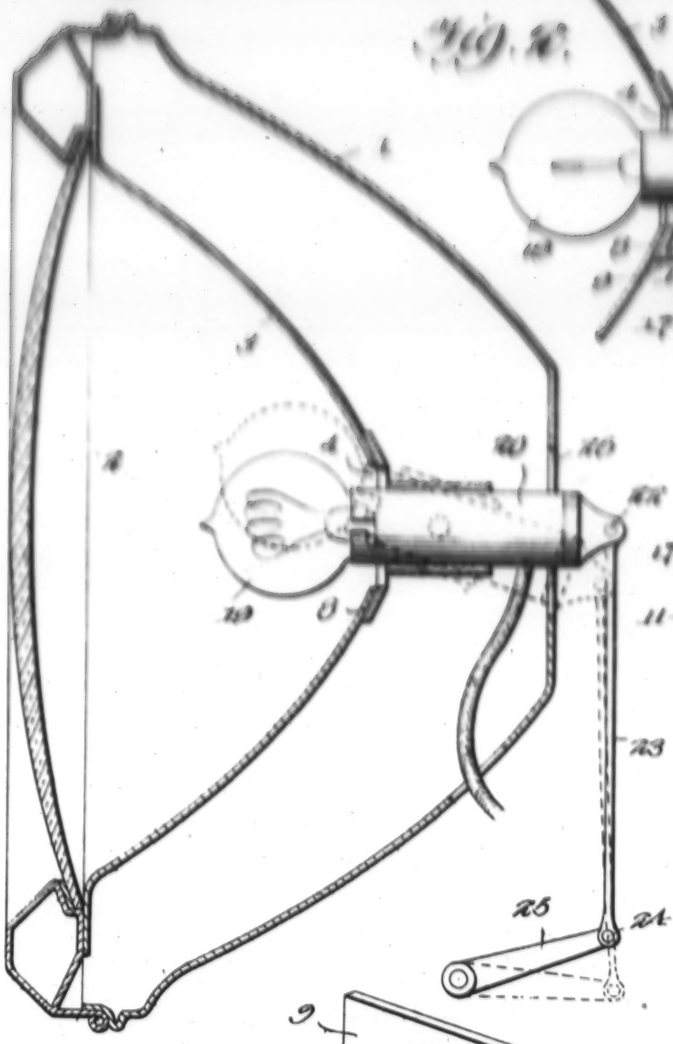


Fig. 2.

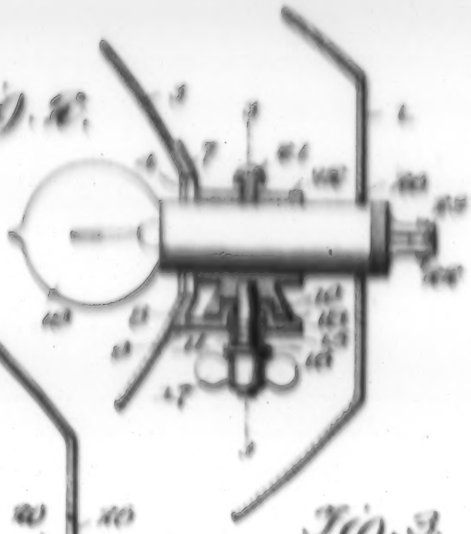


Fig. 3.

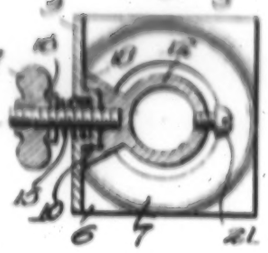


Fig. 4

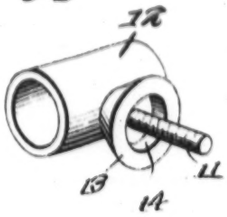
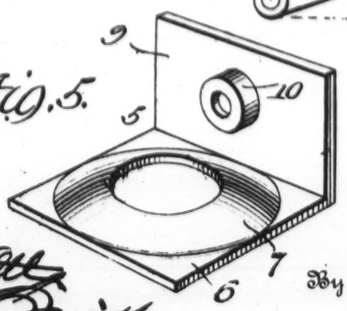


Fig. 5.



Witnesses
Hugh H. Lee
R. M. Smith.

Inventor
Otto R. Sell,
By Victor J. Evans
Attorney

UNITED STATES PATENT OFFICE.

OTTO B. SELL, OF COLORADO SPRINGS, COLORADO.

VEHICLE HEAD-LAMP.

1,217,541. Specification of Letters Patent. Patented Feb. 27, 1917.

Application filed May 26, 1916. Serial No. 102,975.

To all whom it may concern:

Be it known that I, OTTO B. SELL, a citizen of the United States, residing at Colorado Springs, in the county of El Paso and State of Colorado, have invented new and useful Improvements in Vehicle Head-Lamps, of which the following is a specification.

This invention relates to vehicle headlamps, the main object of the invention being to provide simple means whereby the rays of light from the light producing element may be changed as to their direction in order to enable the operator of the vehicle to throw the rays of light in such a direction as not to blind and confuse pedestrians and the drivers of other vehicles, the far reaching horizontal rays being capable of being temporarily eliminated without reducing the amount of light thrown downwardly on the roadway directly in front of the machine and sufficiently to both sides thereof to properly illuminate a sufficient zone to avoid accidents.

The particular object of the invention is to provide novel means for mounting the lamp or source of light so that it may be adjusted to several different positions in order to obtain the result referred to.

With the above and other objects in view, the invention consists in the novel construction, combination and arrangement of parts, as herein described, illustrated and claimed.

In the accompanying drawings:—

Figure 1 is a vertical central section through a headlamp embodying the present invention.

Fig. 2 is a horizontal section through the same.

Fig. 3 is a section on the line 3—3 of Fig. 2.

Fig. 4 is a detail perspective view of the pivoted lamp holder detached.

Fig. 5 is a similar view of the bracket on which the lamp holder is mounted.

Referring to the drawings 1 designates the body or casing of the headlamp of a vehicle such as an automobile, said lamp comprising the front panel or lens 2 and reflector 3, said parts being combined and arranged in any usual or preferred manner. In carrying out the present invention, the reflector 3 is formed centrally with an opening 4 extended therethrough and secured to the rear side of the reflector 3 is a bracket designated generally as 5 and comprising an attaching portion 6 having a dished part 7 which provides a concaved abutment face 8 that bears against the rear side of the reflector 3 as shown in the drawings and is brazed, soldered or otherwise permanently fastened thereto in the relation shown.

The bracket 5 also has a plate-like portion 9 extending substantially at a right angle to the portion 6 and formed with an inwardly projecting tubular boss 10 through which passes the threaded stem 11 of a pivoted lamp holder 12 to which the threaded stem or shank 11 is permanently attached. Surrounding the stem or shank 11 is a hollow boss 13 the bore 14 of which is of proper size to receive the boss 10 of the bracket so as to form a pivotal connection between the holder 12 and the bracket 5.

Encircling the stem or shank 11 is a coiled friction regulating spring 15 the inner end of which is received in the bore 14 of the boss 13 and the outer end of which is engaged by a washer 16. A jam nut 17 is threaded on the stem or shank 12 and bears against the washer 16 so as to compress the spring 15 more or less. A friction washer 18 is interposed between the boss 13 and the portion 9 of the bracket 5, said washer acting with more or less friction and resistance to the turning movement of the holder 12 as the spring 15 is placed under greater or less tension by means of the nut 17 which is of the winged variety.

The lamp 19 is detachably connected by a pin and bayonet slot joint as shown to a tubular lamp post socket 20 the external diameter of which adapts it to be slidingly received in the tubular body of the lamp holder 12 where it may be fixed at any desired point of adjustment by means of a set screw 21 threaded through the wall of the lamp holder 12. By reference to Fig. 1 it will be noted that the lamp holder 12 is adapted to be oscillated about a horizontal axis, the stem or shank 11 forming the pivot around which said holder turns. At its rear end outside of the casing 1, the socket 20 has connected thereto by a pivot 22, an operating connection 23 which is in turn attached by a pivot 24 to an operating member 25 shown in the form of a lever. The rear part of the casing 1 is formed with an orifice or slot 26 to admit of the necessary oscillatory movements of the lamp socket 20.

From the foregoing description, taken in connection with the accompanying drawings,

It will now be understood that the lamp socket 20 is adjustable longitudinally through the holder 12 and that the holder 12 is adapted to oscillate when a corresponding movement is imparted to the lamp socket. The lamp 19 is adapted to be moved from the full line position of Fig. 1 to the dotted line position of the same figure or to any point between the two limits of movement, thus enabling the driver to deflect the rays of light and cause them to be thrown either in a straight ahead direction or in a downward direction so as to prevent the transmission of blinding rays of light to pedestrians and the drivers of other vehicles.

I claim:—

1. The combination with a headlamp casing, and a reflector therein formed with a central opening, of a bracket having a concaved bearing face secured in abutting relation to the rear convex face of the reflector and surrounding the central opening therein, a lamp holder pivotally mounted on said bracket, a lamp socket insertible in and adjustable in relation to said holder, and tensioning means for said holder.

2. The combination with a headlamp casing, and a reflector therein formed with a central opening, of a bracket having a concaved bearing face secured in abutting relation to the rear convex face of the reflector and surrounding the central opening therein, a lamp holder pivotally mounted on said bracket, a lamp socket insertible in and adjustable in relation to said holder, tensioning means for said holder, said tensioning means comprising a friction member interposed between the lamp holder and bracket, a spring adapted to hold the lamp holder with greater or less pressure against said friction member, and means for adjusting the tension of said spring.

3. The combination with a head lamp casing, and a reflector therein formed with a central opening, of a bracket located in the rear of said reflector, a lamp holder pivotally mounted on said bracket, tensioning means for said holder comprising a friction member interposed between the lamp holder and bracket, and means for increasing and decreasing the frictional resistance between said lamp holder and bracket.

In testimony whereof I affix my signature.

OTTO R. SELL.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A. S. LIMPERT.
HEADLIGHT.
APPLICATION FILED JULY 17, 1920.

1,421,506. Patented July 4, 1922.

Fig. 1

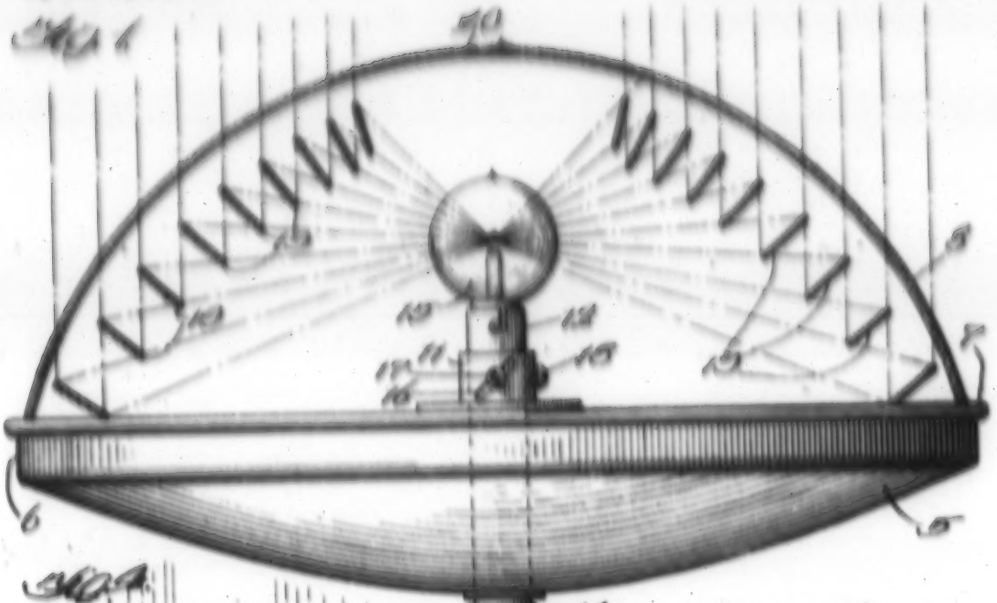


Fig. 4.

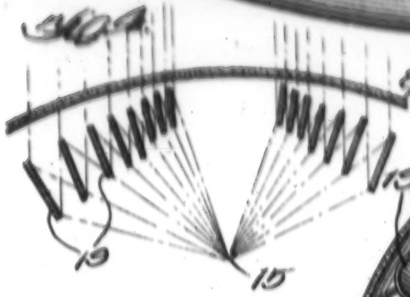


Fig. 3.

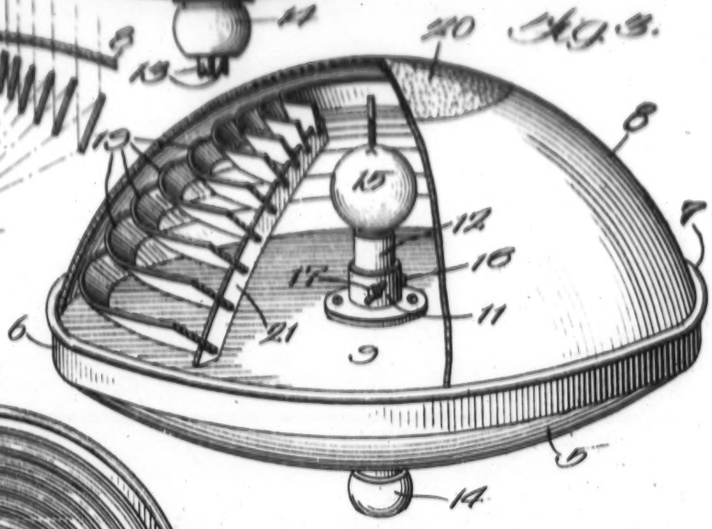
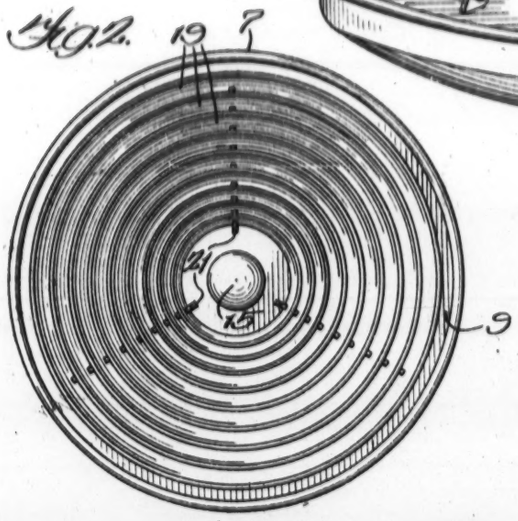


Fig. 2.



Inventor:
Alexander S. Limpert
By H. G. Rockwell
Atty.

UNITED STATES PATENT OFFICE.

ALEXANDER S. LIMPERT, OF PITTSBURGH, PENNSYLVANIA.

HEADLIGHT.

1,421,506. Specification of Letters Patent. Patented July 4, 1922.

Application filed July 17, 1920. Serial No. 399,699.

To all whom it may concern:

Be it known that I, ALEXANDER S. LIMPERT, a citizen of the United States, residing at Pittsburgh, in the county of Allegheny and State of Pennsylvania, have invented new and useful Improvements in a Headlight, of which the following is a specification.

This invention relates to improvements in automobile headlights and has for its particular object the production of a simple, durable and economical headlight that is capable of reflecting rays from the source of light forward to a maximum distance but with a minimum amount of glare, all as hereinafter fully described.

It is highly desirable in lights of this character and particularly in automobile lights that the light rays be directed upon the road in front of the machine for a considerable distance without producing a bright glare, which is confusing to the driver of an approaching machine, and to reduce or obviate this glare as much as possible, it is desirable that the light rays be projected in substantial parallelism below the horizontal plane of the driver's eyes of an approaching machine. This means, of course, that the rays emanating from the light should not be permitted to project above the plane of the light itself.

It has heretofore been proposed to secure this result by the employment of parabolic reflectors, which are designed theoretically to reflect and project the rays emanating from the rays of light in parallel paths. With such a reflector, a large proportion of the reflected rays will be projected in parallelism, but the direct or corona rays from the source of light will emanate in diverging paths, producing a direct glare outside the path of the reflected rays, and this direct glare is further intensified in certain spots by the rays reflected from the substantially flat portion of the reflector near its center.

The primary object of my present invention is to provide a light of the character indicated, in which the objectionable direct glare will be entirely eliminated, and from which all of the light rays will be projected in substantial parallelism in the desired direction without diffusion or dispersion outside the desired path or planes of projection.

Another object of my invention is to provide a headlight which will throw a strong, clear and concentrated light so as to adequately illuminate the road ahead, but which will not produce an objectionable glare and will not blind or confuse the driver of an approaching car.

A further object is to produce a headlight in which the source of light is adjustably mounted so that the reflected rays projected from the headlight may be properly focused by adjustment of the position of the source of light relatively to the reflecting surfaces.

Still another object is to provide a headlight which will be strong and durable in construction, one which can be manufactured at a reasonable cost, and one which will not be subject to displacement of the parts, and which will not be easily broken or injured.

Other objects and many of the attendant advantages of this invention will be readily appreciated as the same becomes better understood by reference to the following description when considered in connection with the accompanying drawings.

Referring to the drawings:

Fig. 1 is a side view partially in transverse section of a headlight embodying my invention;

Fig. 2 is a face view thereof with the weather glass removed to more clearly show the arrangement of the reflectors;

Fig. 3 is a perspective view of the headlight, certain parts being shown in section; and

Fig. 4 is a fragmentary diagrammatic view showing a slightly modified form of my invention.

Referring now to the drawings more in detail, reference character 5 indicates generally the frame or back of the headlight, this frame being customarily made of sheet metal and provided with a circumferential flange 6, terminating in a bead 7, shaped to cooperate with suitable means (not shown) for holding the weather glass or lens 8 in position. A disc 9 fitted within the frame substantially at the base of the flange 6 serves to strengthen the structure, and at the same time, affords a support for the nipple 11, in which the lamp socket 12 is carried. This socket is connected with the wires 13 in the usual manner, which extend rearwardly through the frame, which is equipped with the usual protective sleeve or thimble 14.

In order that the lamp 15, which is of usual construction for detachable connection with the socket 12, may be adjusted toward

or from the frame 5 for the purpose of focusing the light, the socket 14 is adjustably connected with the nipple 11. While any preferred method of connection may be utilized, I have shown in the present instance the nipple 11 as equipped with an inclined slot 16, through which a lug or screw 17 secured to the socket projects. By turning movement of the socket, it is adjusted inwardly or outwardly with respect to the nipple and when the requisite adjustment has been secured, the socket is locked in adjusted position by means of a set screw 18. It should be noted at this point that the disc 9, instead of presenting a bright surface having light reflecting properties, is inert, and in the preferred construction of my light, is painted black so that no light is reflected therefrom.

The reflection of the light rays emanating from the source of light 15, so that these rays will be projected from the headlight in the desired direction and in substantial parallelism, is effected by a series of narrow frustoconical reflectors 19, arranged concentrically with respect to the lamp base, and disposed in spaced relation from front to rear of the light, the reflectors being from rear to front of progressively diminishing diameters, so that, as will be apparent from the drawings, the largest reflector is disposed at the rear while the smallest is disposed in front. These reflectors are mounted upon suitable supports 21, preferably three in number, to which they are securely attached by soldering or otherwise, to form a substantial and rigid structure. Preferably, the supports 21 are slotted to accommodate the inner edges of the reflectors, thus adding to the rigidity of the structure, and the assembled construction is then secured to the disc 9 in any suitable manner so that it will be retained in position concentrically with the lamp, and will be held against displacement or rattling when in use.

It will be observed from Fig. 1 that the reflectors are arranged in overlapping relation so that when viewed from the inside, the inner edge of each successive reflector from rear to front slightly overlaps the outer edge of the next rearwardly adjacent reflector, and when viewed from the front, the outer edge of each successive reflector from rear to front slightly overlaps the inner edge of the next rearwardly adjacent reflector.

With this construction, it will be manifest that the light rays emanating from the source of light are all intercepted by the reflectors so that no light except on a short arc directly in front of the lamp is permitted to escape unreflected between adjacent reflectors. It will also be observed that each successive reflector from rear to front is set at a more acute angle with respect to a transverse plane parallel with the disc 9, these angles being such that the rays when reflected are all projected forwardly in substantial parallel paths, as illustrated in Fig. 1.

Furthermore, it will be observed that as the reflectors approach the front of the headlight, they are disposed progressively nearer together in order to preclude direct emanation of rays between them so that the corona rays heretofore mentioned are cut off and reflected. These reflectors may, if desired, be continued practically to the front of the lamp, a close approach to such arrangement being shown in Fig. 4, but since the direct rays in front of the source of light emanate substantially in the desired direction without reflection, the employment of a large number of these very small reflectors does not justify the expense, and in order therefore, to preclude the glare resulting from the rays which are not intercepted by reflectors across a small arc at the front of the lamp, I prefer to sandblast or otherwise roughen the front of the weather glass 8 over this area, as indicated by reference character 20. This roughened area will obviate the glare, and for all practical purposes, is substantially as effective and considerably cheaper than the employment of a large number of closely set reflectors of very small diameters.

Since the back of the lamp, or in other words, the disc 9 is inert, it will be manifest that no rays of light strike the reflectors except those emanating directly from the source of light. Consequently, the location of this source being known and the source itself being capable of adjustment as previously explained, each ray is intercepted and accurately reflected in the desired direction, and no fugitive rays, such as are present in parabolic reflectors as the result of double reflection, are produced in my improved construction, and consequently, no rays are delivered in an undesirable direction, but each ray is accurately projected in the direction that it should travel. Should the lamp be positioned too far forwardly, the light rays will be projected in diverging paths, and should it be too far rearwardly, the rays will be projected in converging paths which will ultimately cross and then diverge, but by means of the adjustment provided, the lamp can be accurately positioned so that all of the rays will be projected in substantial parallelism and in the desired direction.

It is believed that my invention, one mode of its construction, and many of its inherent advantages will be understood and appreciated from the foregoing without further description, but it should be manifest that the structural details illustrated and

described are capable of considerable modification, without departing from the essence of the invention as defined in the following claims.

I claim:

1. An automobile headlight comprising a source of light, a series of concentrically arranged annular reflectors adapted to reflect in substantial parallelism intercepted light rays emanating at various angles from said source, said reflectors being of progressively diminishing diameters from the rear to the front of said headlight and each being respectively disposed at different angles with respect to said source of light and the front reflector being in advance of said light and the rear reflector being behind said light.

2. An automobile headlight comprising a source of light, a series of concentrically arranged annular reflectors adapted to reflect in substantial parallelism intercepted light rays emanating at various angles from said source, said reflectors being of progressively diminishing diameters from the rear to the front of said headlight and each being respectively disposed at different angles with respect to said source of light, the front reflector being in advance of said light and the rear reflector being behind said light and the arrangement and size of said reflectors being such that direct rays cannot be projected by said source to points intermediate the front and rear reflectors without being reflected forward by one of said reflectors.

3. An automobile headlight comprising a source of light, a series of annular reflectors of progressively diminishing diameters arranged in overlapping relation with respect to each other so that no direct rays from the source of light can pass between adjacent reflectors without being reflected thereby, the front reflector being disposed in advance of said source of light and the rear reflector being disposed behind the rearmost point of said source of light and said reflectors each extending rearwardly a distance less than that of the next adjacent reflector to the rear thereof.

4. A headlight comprising a series of concentrically disposed annular reflectors, a source of light comprising an electric light bulb disposed axially within such series of reflectors, the outermost reflector being in front of said light bulb and the rear reflector being to the rear of said light bulb and said reflectors, when viewed from the front, having the outer edge of each successive reflector from rear to front slightly overlapping the inner edge of the next rearwardly adjacent reflector.

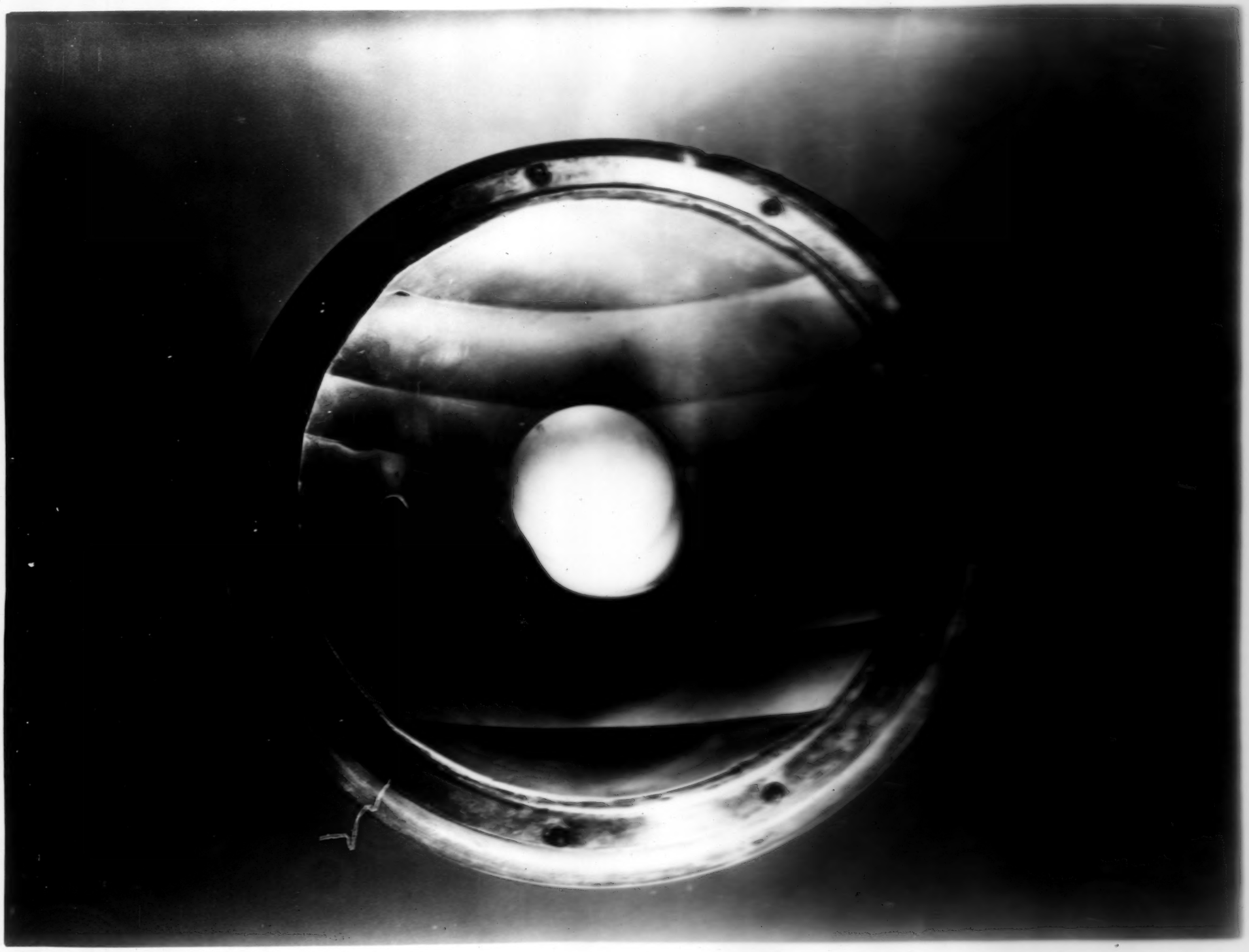
ALEXANDER S. LIMPERT.

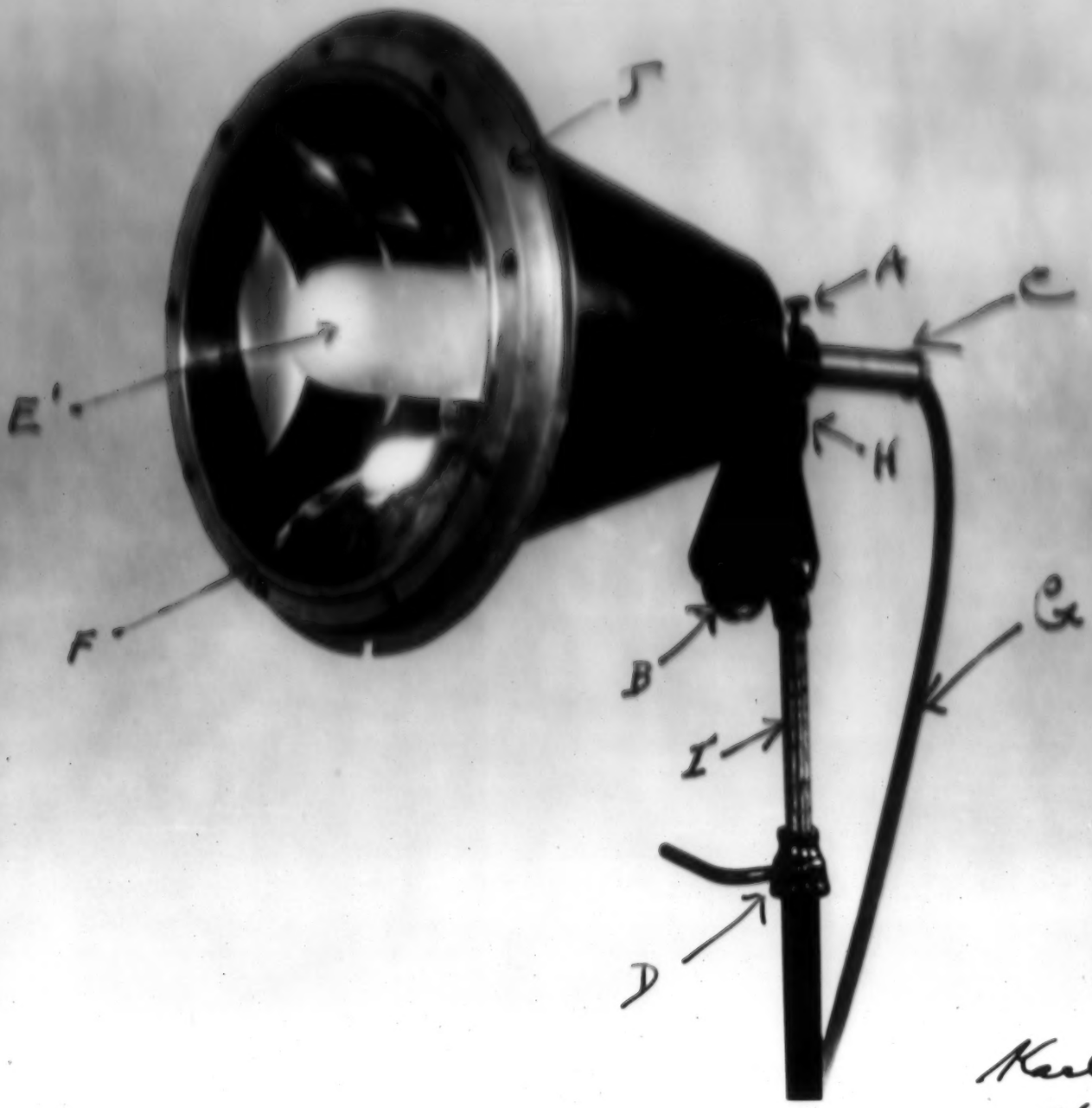
Karl Strauss.
April 10, 1923.

100 amp. K.S. lines.

10 [illegible] Rail Stress

'10 cmf K.S. Lewis.





Karl Struss
april 10, 1923.

June 1, 1926

Mr. Harry Gold,
United Artists Corp.,
1611 E.81st Street,
Cleveland, Ohio.

Dear Harry:

A copy of the letter you addressed to Mr. Smith, regarding censorship on "DRUMS OF LOVE" for the State of Ohio has reached me.

I presume by now, that the cuts you referred to have been made since the picture opened at the Stillman Theatre, and I wish you would advise me as to just what they are.

The newspaper comments on "DRUMS OF LOVE" engagement at the Stillman were very good and I hope will stimulate sales interest to a point where contracts will be coming to us in great numbers, from the Cleveland office, very soon.

Many thanks for your quick action in handling the Censor affair. With kindest regards,

Very truly yours,
D.W. GRIFFITH, INC.

EL/IB

Sales Representative

THE RAPID FILM MACHINE CORPORATION
OF AMERICA
45 WEST 45th STREET
NEW YORK CITY

June 1st, 1928

D. W. Griffith,
729-7th Ave. Room 501,
New York City

Dear Sir:

On occasion of my recent visit to Germany, a business friend of the writer's who is manager of an organization in Berlin, Germany, similar to the Fifth Avenue Playhouse Ass'n., asked me to try to get the picture "Intolerance" for him, since he did not know who the producer was, and he also could find no trace of it anymore in Germany.

The writer would be very grateful to hear from you at an early date.

Yours very truly,

RAPID FILM MACHINE CORP. OF AMERICA

H. R. Kossmann

H.R. KOSSMANN
Secty. & Treas.

HRK:GF

June 2nd, 1930.

Mr. J. Levy,
Other Exc.

Dear Joe:

You have already received the eliminations for "DRUMS OF LOVE".

I wish to caution you at this time to please see to it when borrowing prints from Exchanges in other states that you receive a copy of eliminations made by that particular state, compare same with your eliminations and be sure that the borrowed prints correspond with your prints before exhibiting same, otherwise should there be a slip-up and the print shown, this picture may be recalled by the Censor Board for the entire territory.

Please bring this matter to the attention of Mrs. Youngheart, Mr. Schwamberger and your Inspectresses.

Kindly acknowledge receipt of this letter and your thorough understanding of same.

Yours sincerely,
UNITED ARTISTS CORPORATION

District Sales Manager

MG/EC
copy - Smith
" Lichtman
" Lindeman

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1001 A

Charge to the account of D. W. Griffith, Inc., 501 729 Seventh Avenue. $

WESTERN UNION

NO. | CASH OR CHG.

CHECK

TIME FILED

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

June 4, 1928.

Charles Steyn,
Manager, United Artists Corporation,
#134 Meadow Street,
New Haven, Conn.

Did you receive from the Roger Sherman Theatre, New Haven, a week ago, print of "Way Down East." If so, please forward at once to the United Artists New York office. Please wire answer to Room five hundred and one Seven twenty nine Seventh Avenue New York.

D. W. Griffith, Inc.,

Form 1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at ROOM 501 729 SEVENTH AVE

19N FLW 16

NEWHAVEN CONN 251P JUN 4 1928

D W GRIFFITH INC

ROOM 501 729 7 AVE

RETURNING TONIGHT VIA ROSEN TO UNITED ARTISTS OFFICE EAST PRINT AS REQUESTED WIRE OF EVEN DATE

UNITED ARTISTS CORP

319P

Telephone Harrison 1910

United Artists Corporation of Illinois
804 South Wabash Avenue
Chicago, Illinois

June 4, 1928

Mr. Ed Lindeman
D. W. Griffith Incorporated
729 Seventh Avenue
New York City

Dear Ed:

In answer to your letter of June 1, regarding WAY DOWN EAST, please be advised that the last engagement of WAY DOWN EAST in this territory was at the Auditorium Theatre, Highland, Wisconsin, on March 19-20, 1927.

We had three prints and have but one left in the house at this time to take care, if we really had to, of any contract on this picture which is in litigation. Two prints were returned to Lloyd's Film Storage on February 21, 1927.

Yours sincerely,
UNITED ARTISTS CORPORATION

J S Abrse

Manager

JSA/MM

BANGHAM & PENNINGTON
COUNSELLORS AT LAW
[illegible] BUILDING
[illegible] WEST [illegible] STREET
NEW YORK

ALBERT H. T. BANGHAM
JOHN H. PENNINGTON

TELEPHONE
[illegible]
CABLE ADDRESS
"[illegible]"

June 4th 1930.

Miss C.M. Conway,
c/o D.W.Griffith Incorporated,
729 Seventh Avenue,
New York City.

Dear Miss Conway:

I want to advise that I am going to attend the 125th anniversary of the Bradford Academy, where my daughter is trying to complete her education. This will take me from the office from Thursday until Tuesday next and I would appreciate it if you will kindly send the weekly checks to the office on Wednesday.

With kindest regards and best wishes, I remain

Very truly yours,

Albert H. T. Bangham

AHTB:GDM

105

June 6th 1928.

Mr. Raymond Klune,
c/o United Artists Studios,
Hollywood, California.

Dear Mr. Klune:

I am enclosing herewith copy of letter received from Mr. Gardner, which letter speaks for itself. It may be that Mr. Griffith would be interested in taking on a man of this kind in order that he may get an experienced engineer in the sound reproduction devices. If Mr. Griffith is interested please wire and I will have a conference with Gardner. Please keep this confidential as Gardner does not wish to have his Company know that he contemplates a change.

With kindest regards and best wishes, I remain

Very truly yours,

AHTB:GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

June 5, 1928.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 2nd instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $6,077.75.

Yours very truly,

Harold H Kaufman

Harold H. Kaufman
Adjustment Dept.

LAW OFFICES OF
HARRIS & TOWNE
[illegible] BROADWAY, NEW YORK
TELEPHONE [illegible]

PAUL D. TOWNE
RICHARD H. MCINTYRE
J. T. VAN BIRKENHEAD
HENLEY M. MERRIMENTH
HARRY G. GUTHRIE, JR.

June 6, 1928.

Mr. Albert H. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Edgewater Point, Inc. is selling the following property:

ALL that piece or parcel of land situate in the Village of Mamaroneck, County of Westchester and State of New York, known and described as Lots Nos. 25 and 26 as shown upon a map entitled "Amended Sub-Division Map of Edgewater Point, Inc., Section 1 in the Village of Mamaroneck, Westchester County, New York, and filed in the office of the Register of Westchester County on the 1st day of May, 1928, and known as Map #3275.

Will you kindly have a release executed under the mortgage and delivered to this office not later than Monday morning, June 11th, with a statement as to the amount that will be due thereunder. If possible, I would appreciate your courtesy in phoning me ahead of time the figures as you make them that will be in the statement.

The particular lots in question have not been changed from the original map, so that the amount of square footage and the lots as set forth on the old map remain the same on the amended map.

Very truly yours,
HARRIS & TOWNE
Per Henley M. Merrimenth.

$5600-

WMM:JMCG

D. W. GRIFFITH PRODUCTIONS
United Artists Studios,
1041 North Formosa Avenue,

Los Angeles, June 6.

A. L. Gray,
Paramount Building,
N. Y.

Dear A. L.

D. W. wanted me to write you about some ideas we discussed regarding the Way Down East showing.

It seemed best to avoid absolutely the word "REVIVAL" in connection with the re-showing. It gives the impression of something old and stale being dug out again....like the revival of Monte Cristo. Of course, it is not really a revival in the strict sense of the word.

To offer as a reason for the renewed exhibition, we thought it well to call it "2nd WORLD TOUR of Way Down East." This is literally true in the first place, and in the second, it makes the thing sound like something important and interesting.

For instance, if you were asked to go and see Harry Lauder in a revival of his old songs, it wouldn't be the same as going to see him in his Fifth World Tour. Or John McCormick. Yet these people give practically the same programs year after year.

Here we will arrange some sort of a ceremony with Dick Barthelmess christening the film on the launching of the second world tour etc.

Further to get away from the idea of it being an old film, we thought of the slogan to lead all the advertising:

" THE GIANT THAT NEVER GROWS OLD "

This idea might be used in the new billing with the silhouette of a great giant holding the letters "Way Down East" in his hands. This gets over two things, that the picture is great beyond all average proportions and that age is not to be associated with it.

For instance, an ad we thought of, is this:

THE GIANT THAT NEVER GROWS OLD

D. W. GRIFFITH'S

ageless primitive thrill

W A Y D O W N E A S T

The picture classic with eternal youth

ONE MIGHTY WEEK
AT THE UNITED ARTISTS THEATRE

This of course may be greatly improved upon, but the idea is to give every possible impression that the picture is a giant among pictures, that it is not old and can never be old.

I think this can only be done by pounding away at the idea in all the advertising until exhibitors and public get it into their heads.

Everyone knows that the picture has the great ice scene and that it is an entertaining picture...the big thing thing being to make them feel it is worth their while to see it again.

..... It is probable I will be back there for a few days in July and if so will drop in and regale you with the news...not that there is anything special.

As always,

(signed) Lloyd

ALFRED GOTTESMAN
THEATRICAL ENTERPRISES
1540 BROADWAY
NEW YORK, N.Y.

BRYANT 9860

ROGER SHERMAN THEATRE
NEW HAVEN, CONN.
CAMEO THEATRE
BRIDGEPORT, CONN.
MAJESTIC THEATRE
HARTFORD, CONN.
STATE THEATRE
WASHINGTON, PA.
FREEMAN THEATRE
PEEKSKILL, N.Y.
CAPITAL THEATRE
MIDDLETOWN, CONN.
GRAND THEATRE
MIDDLETOWN, CONN.
PALACE THEATRE
NORWICH, CONN.
CAMEO THEATRE
NEWARK, N.J.
BERGEN THEATRE
NEWARK, N.J.
AMERICAN THEATRE
NEWARK, N.J.
ROSLYN THEATRE
ROSELLE, N.J.
GARDE THEATRE
NEW LONDON, CONN.

June 7th, 1926.

D. W. Griffith, Esq.,
#729 Seventh Avenue,
New York, N.Y.

Dear Mr. Griffith:

I have thought you might care to know the results of the world revival of your picture "WAY DOWN EAST" at our Roger Sherman Theatre, in New Haven, the week of May 20th.

I confess when I was first broached upon the subject I was somewhat skeptical, particularly as revivals in New Haven have never amounted to much. However, after a conference with my men, considering the fact that your representative offered to lend us the original sound effects and the original musical score (so that the picture might be presented right), I decided to give it a trial.

The enclosed report from my manager in New Haven, Mr. Moore, to me, will assure you better than anything I can say of the entirely satisfactory results of the revival and of the pleasure expressed by many members of the audiences at the opportunity of viewing this dear old masterpiece again.

With kindest personal regards, believe me

Yours sincerely,

Alfred Gottesman

ALFRED GOTTESMAN

AG/K

THE ROGER SHERMAN THEATRE

70 COLLEGE STREET

NEW HAVEN, CONNECTICUT

PHONE COLONY 1600

ROGER SHERMAN THEATRE CORP.
LESSEES AND MANAGERS

June 5th, 1928.

Mr. Alfred Gottesman
#1540 Broadway
New York City

Dear Mr. Gottesman:

Regarding our engagement of D.W. Griffith's "Way Down East" which played here during the week of May 30th as a World Premiere Revival (and was presented with the original stage effects and an augmented orchestra), I should like to advise you that I am firmly convinced that we made no mistake in the undertaking.

First of all, the picture was accepted with the same thrilling enthusiasm as it was when it was first shown in this vicinity as a first run seven years ago. The scene in which David rescues Anna from the ice flow was applauded at every performance; there was chuckle and laughter at every comedy scene throughout the picture; and the pathos of this great masterpiece was as much appreciated as it ever was.

The second thing in favor of the engagement was that it not only opened well, but that the business held up- and even built up-which is something every unusual for a revival about here. Most revivals that I have noticed have been failures right from the start.

The last, and most important, thing in favor of the revival was that it did not give the impression that we were taking a step backward-in showing a second hand picture, as you might say. The enthusiasm with which our audiences reviewed the picture was positive proof against this; in fact, many of our patrons stopped personally to thank me for having had the chance to see Mr. Griffith's great picture again.

All in all, I feel that it was a very good engagement, and that we made no mistake.

Yours respectfully,

Resident Manager.

COPY

United Artists Corporation

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7200

JOSEPH M. SCHENCK
CHARLES CHAPLIN
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

June 9th, 1926

Miss Conway,
c/o D. W. Griffith,
729 - 7th Avenue,
New York City.

Dear Miss Conway:

With reference to your recent request for copies of bills to support our recent charge of $2464.33 to cover Mr. Ashcraft's special appropriation on "ISN'T LIFE WONDERFUL", at the Granada Theatre, San Francisco, we wish to advise you that we wrote our office at the Coast, and that they are unable to secure copies of the bills, but have requested us to write to the Publix Organization in New York, as they claim that at the time this contract was played at the Granada Theatre, it was unter their control.

In accordance with their suggestion, we are writing to Mr. Paul Raibourn, and will advise you upon receipt of reply from them.

Assurring you that we will use our utmost efforts to secure the copies requested, we are,

Yours very truly,

UNITED ARTISTS CORPORATION

Asst. Secy. & Comptroller
F. A. Beach

WGC:DNB

Assignment of Mortgage

(REAL OR CHATTEL)

Know all men by these Presents: *That* Fred M. Wilcox

the part y *of the first part, for and in consideration of the sum of* fourteen thousand fifty six ($14056.00) *Dollars, in gold coin of the United States of America, to* him *in hand paid by* Claremont Colleges, a Corporation

the part y *of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, assign, transfer and set over unto the said part* y *of the second part, a certain Indenture of* real estate *Mortgage bearing date the* 18th *day of* January *nineteen hundred and* 27 *made and executed by* Albert H.T. Banshaf & Grace C. Banshaf, his wife *Mortgagors, to* Fred M. Wilcox *Mortgagee, and recorded on the* 16 *day of* February *1927 in book* 6848 *of* Records L.A. County, Calif. *at page* 103 *in the office of the County Recorder of the County of* Los Angeles *State of* California

Together *with the* Note *therein described, and the money due, and to grow due thereon, with the interest.*

To Have and to Hold *the same unto the said party of the second part,* its *executors, administrators and assigns, for* its *use and benefit, subject only to the provisos in this Indenture of* real estate *Mortgage mentioned. And the said part* y *of the* 1st *part do* es *hereby make, constitute and appoint the said part* y *of the second part* his *true and lawful attorney, irrevocable in* its *name or otherwise, but at the proper costs and charges of the said part* y *of the second part, to have, use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as the said part* y *of the first part might or could do if these presents were not made.*

In Witness Whereof, *the said part* y *of the first part ha* s *hereunto set* his *hand and seal, the* 9th *day of* June *1928*

Signed, Sealed and Delivered in the Presence of

Dorothy Doyle

Dora M. Booty

Fred M. Wilcox [SEAL]

[SEAL]

[SEAL]

MORTGAGE—Assignment—Wolcott's Real Estate Blank 1078

a.c.1. a2

1398

No. .....

Assignment of Mortgage

Fred M. Wilcox

To

Claremont Colleges

DATED ..... 19.....

Order No. .....
When recorded, please mail this instrument to

Claremont Colleges,

Holmes Hall,

Claremont, California.

COMPANY
YOUNG
BINFORD

Read by
Document

RECORDED JUN 16 1928 1 MIN. FAST 10 A.M. IN BOOK 8534 AT PAGE 394 OF OFFICIAL RECORDS, LOS ANGELES COUNTY, CAL.

RECORDED AT REQUEST OF Grantee ..... Owner ..... Mortgagee ..... Mortgagor ..... Assignee ..... Lessee ..... Attorney ..... Sheriff ..... Claimant ..... Vendee .....

C. S. Logsdon County Recorder

I certify that I have correctly transcribed this document in the above mentioned book.

L. H. Johnson

Deputy County Recorder's Office, L. A. County, Cal.

#12

9V.
5

A. D., 192 8 before me, ... a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared ..... whose name ..... subscribed to the within instrument, and acknowledged to me that ..... he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Notary Public in and for said County and State.

My Commission Expires Dec. 12, 1931.

State of California,
COUNTY OF Los Angeles } ss

On this ..... 7th ..... day of June, 1928 before me, Gustave B. Hamlin, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Fred M. Wilcox

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Gustave B. Hamlin
Notary Public in and for said County and State.

My Commission Expires Dec. 12, 1931.

ACKNOWLEDGMENT—General—Webster's Notary Block #14.

W. H. Lonergan Co., Inc.
MUSEUM OF MODERN ART FILM LIBRARY

June 9, 1926.

Mrs. Moses Atwood,
Leetsdale, Pa.

Dear Madam,

In reply to your recent letter to Mr. Griffith, we wish to advise that to date Mr. Griffith has not made a picture dealing with the history of America before the Revolution and we do not know at this writing whether or not he plans to produce such a picture within the very near future.

In regard to the motion picture entitled "WINNING THE WILDERNESS" we do not know the producer or distributor of same, but if you will write to the information department of Motion Picture News, 729 Seventh Avenue, New York City, we are sure they will be able to give you whatever information you require.

Very truly yours,

D. W. Griffith, Inc.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CHECKING ANY INCORRECT CONDITIONS ON SERVICE

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SB607 21 NM=HOLLYWOOD CALIF 9 JUN 10 AM 1 15

MISS C M CONWAY,D W GRIFFITH INC=
ROOM 501 729 7 AVE NEWYORK NY=

PLEASE HAVE SECOND NEGATIVE OF EAST WHICH YOU HAVE IN STORAGE SENT TO MISTER ALLER IN CARE OF CONSOLIDATED LABORATORIES HERE=

R KLUNE.

Shipped West express prepaid from Waydo Long Island enamed 10,000 ft June 12th

ALLER.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Form 1238 A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

NO.	CASH OR CHG.
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

June 11, 1928

Mr. R. A. Klune
United Artists Studio
Hollywood, Calif.

Has Waydowneast first negative arrived Wire Regards

C. M. Conway

ARE REQUESTED TO FAVOR THIS COMPANY BY CRITICISM AND SUGGESTIONS CONCERNING ITS SERVICE

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

SAVE TIME BY HAVING THE CORRECT TIME
CHIME 6 P.M. DAILY

NEWCOMB CARLTON, PRESIDENT
A. R. WILLEVER, FIRST VICE-PRESIDENT

Use the date line on full-rate telegrams and day letters, and the time of receipt at destination on all messages, in computing STANDARD TIME.

15 West 52nd St., New York

1963 JUN 17 PM 5 58

NA62 4=HOLLYWOOD CALIF 11 934P

MISS C M CONWAY,

CARE D W GRIFFITH INC=ROOM 501 729 SEVENTH AVE=

FAST NEGATIVE ARRIVED FRIDAY=

R KLUNE.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr H. D. Buckley

From L. Lindemann

Date June 11/26.

Time

Reply to

Will you write all exchanges that now have prints of "Way Down East" to report to you the condition of their prints, and to ship these in good condition to

Lloyd's Film Storage
130 West 46th St.
New York.

At the time of shipping prints to notify you and will you then advise this office.

E.L.Lindemann

Please make all replies on back of this memorandum.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

June 11, 1928.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 8th instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $5,577.75.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

JUNE 11th, 1928.

Mr. Gresson E. Smith
HOME OFFICE

Dear Mr. Smith:

It was impossible for me to get to Columbus last week, with reference to the censorship of DRUMS OF LOVE.

However, I am at present in communication with the Director of Censorship, and will make it my business to get this matter straightened out the coming week.

DRUMS OF LOVE in its present shape is positively disasterous, and unless it is possible to modify the cuts made, it will have a serious effect on the sales of the coming Griffith picture.

I will, however, let you have an immediate report.

Yours sincerely,

UNITED ARTISTS CORPORATION

Contractor Ohio June-8-28

HLG/RW

District Sales Manager

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 18, 1920.

Mr. H. R. Kossman,
45 West 45th Street,
New York, N. Y.

Dear Sir,

We regret exceedingly that it is impossible for us to give you a definite answer regarding "INTOLERANCE" for the reason, as explained to you over the telephone, that it was necessary for us to transmit your proposition to Mr. Griffith in California and await reply from there. To date we have received no reply, but just as soon as we do we will communicate with you.

Very truly yours,

D. W. Griffith, Inc.

Not interested
Answer for
Theatres
Cure

CROMWELL, REID & CO. Inc.
INSURANCE

TELEPHONE NUMBER [illegible]

CABLE ADDRESS [illegible]

51 East 42nd Street
VANDERBILT BLDG
New York

June 15th, 1928.

Mrs Conway

Mr. A. Griffith Grey,
Paramount Bldg.,
Times Square,
New York City.

Dear Mr. Grey:-

We are in receipt of advices from the Hartford Accident & Indemnity Co., that the claim of Edward K. Bender against D. W. Griffith, Inc., which arose out of an accident in October of 1923, has been settled by the payment of $21,266.59.

This is merely for your information.

Yours very truly,

CROMWELL, REID & CO. INC.

By: C J Reid
President

notes
PSC

CJR:MS

PATRONS ARE REQUESTED TO FAVOR THIS COMPANY BY CRITICISM AND SUGGESTIONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

XD

SIGNS

DL = Day Letter
DM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

JUN 14 AM 1 30

DA22 25 NM=HOLLYWOOD CALIF 13

ED LINDEMAN, D W GRIFFITH INC=
ROOM 501 729 7 AVE NEWYORK NY=

MISTER GRIFFITH WOULD LIKE YOU TO PLAY ONE OF YOUR REGULAR TWO DAY BOOKINGS ON DRUMS WITH SAD ENDING AND LET US KNOW RESULTS IMMEDIATELY=

R KLUNE.

Lincoln Theater
Arlington N.J. 7/23

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

1. Payment of $600 will reduce
Edgewater the principal to $ ——
as of June 14

2. Next month's interest will
be computed on ——
to the date of next
interest payment
to June 14

+ 1 $ ⟶ Thursday June 14 ⟶
date of payment ⟵ ——

Principal = 3[illegible]

322,200

10,120

5,000

15,120

Less 96,600

Aug 1st

322,200

126,400

316,600

196

June 14th 1929.

Miss C.M. Conway,
c/o D.W.Griffith Incorporated,
729 Seventh Avenue,
New York City.

Dear Miss Conway:

I enclose herewith check to the order of D.W.Griffith, Inc. on account of release of Lots 25 and 26 from the mortgage which the Griffith Corporation holds against Edgewater Point, Inc. I would suggest that you put this check in the savings account of the Hamilton Bank (now Interstate Trust Co.).

This payment will reduce the principal of the mortgage to $316,600 as of June 14th and the next interest payment will be computed on $322,200 to June 14th and on $316,600 to the date of payment.

Trusting that this checks up with your records, I remain

Very truly yours,

AHTB:GDM
Enc.

Interest payments on Edgewater Point Feb. 4 + Aug 4 each yr

Sm H. Feb. 2 + Aug 2.

COPY

PALACE AND WINTER GARDEN THEATRES

JAMESTOWN, N.Y.

June 14th, 1938.

United Artists Corporation,
306 Pearl St.,
Buffalo, N.Y.

Dear Mr. Young:-

I received your letter of June 8th, asking for a general report of the audience's reaction, business done and newspaper clippings of reviews for your feature, DRUMS OF LOVE, and in reply permit me to explain that the newspapers of Jamestown do not review any pictures and it will not be feasible, therefore, to comply with your request, regarding clippings. As to the business done, regret to say, that we have lost very heavily on the engagement and the audiences have been very emphatic in pronouncing the feature as disappointing and, in quite a number of instances, we have found people leaving the theatre before the feature was half over and, upon inquiry of each case, we were told that the picture was not interesting nor entertaining to them and they did not care to see it through. The public, of course, has grown to expect great things from Griffith, but this seems to be the saddest disappointment that they have had for anything that he has ever turned out.

I have not personally see the picture and cannot report my own opinion, but judging from the way the patrons of the Winter Garden Theatre express themselves about it, I am convinced the picture is far from being up to the standard expected from D.W. Griffith. The general report all over town is that the picture is very bad.

Very truly yours,

LBC:Z

L. E. Cole

THE MORRIS PLAN COMPANY
UNDER SUPERVISION OF THE STATE BANKING DEPARTMENT

INDUSTRIAL BANKING
MAIN OFFICE
469 FIFTH AVENUE, AT 40TH STREET
NEW YORK, N. Y.

June 14, 1926

D. G. Griffith, Inc.,

In re: Sidney Clifford - B 38856 W

Dear Sir:

We are desirous of communicating with one Edward Symes, who was formerly employed by you in the capacity of Secretary.

Would you kindly advise us of present whereabouts. We are enclosing a stamped self-addressed envelope for reply.

Very truly yours,

Ralph H. Riddleberger

RALPH H. RIDDLEBERGER

Solicitor & Ass't. Secy.

TW

LAW OFFICES OF
HARRIS & TOWNE
[illegible] BROADWAY, NEW YORK
TELEPHONE [illegible]

PAUL D. TOWNE
RICHARD H. McINTYRE
C. F. VON STRESENBOSCH
WESLEY H. HERRENSMITH
HARRY G. GUTHRIE, JR.

146

June 14, 1920.

Mr. Albert H. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

We enclose herewith check to the order of D. W. Griffith, Inc., for $5600. in payment of the release delivered to us this morning by mail and check for your services in preparing the same.

Very truly yours,
HARRIS & TOWNE
Per Wesley H. Herrensmith

WMM:JMCG
ENCS.

PHONE GRANITE 8111

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

June 15th, 1926

Mr. Ed Lindeman
D. W. Griffith, Inc.,
729 7th Avenue
New York City, N. Y.

Dear Ed:

I have your letter of June 7th and so that you will not think that I have forgotten you again, I am answering it more promptly than the last one.

"Drums of Love" is certainly not doing well and it is little wonder when we take into consideration the manner in which the censors throughout the country are treating it.

I showed your letter to Mr. Griffith and he feels that verylittle if anything can be done with such situations as that in Ohio. There is only one value in it. We should know what not to do in the future.

I think your attitude in connection with United Artists' sales organization on the picture is a good one. We might still continue to maintain a bold front. Of course, we looked for a great deal in the picture, but at present I do not see much for the corporation. However, better luck next time and I think we have the means to induce better luck to prevail in "The Battle of the Sexes". It isn't a "Way Down East" or it isn't Griffith's greatest picture since "The Birth of a Nation", as the United Artists insist upon having in the "Drums of Love" campaign, but it is a picture that has all the comedy of "Sally of the Sawdust" plus the drama of "Stella Dallas" or "The Way of all Flesh".

I think perhaps it might be a good idea to use "The Battle of the Sexes" to sell "Drums of Love" where it has been left out as you suggest and to this end I am trying to induce Mr. Griffith to get rid of the picture as soon as possible. The picture is now in 8300 feet and Mr. Griffith refuses to cut any more out until Mr. Schenck has seen it, which will be upon his return from the East.

As you requested I am sending two sets of all the stills on "The Battle of the Sexes" plus the preliminary press book, which has been made up by our department at the studio here. All information of this nature, I am having made up in duplicate in the future and will send you a copy thereof.

"Way Down East" opens here at the United Artists Theater next Wednesday and we are expecting it to be quite successful. It is being given a good campaign, and if it should prove successful we will probably try it out in San Francisco.

When do you think is the best time to really start selling the picture? If it is successful in these few preliminary engagements we should have no trouble in getting fall and winter dates. In your travels around have you spoken to any exhibitors about it and if so, what is their attitude?

Mr. Griffith is withholding his decision regarding the engagement of several special men to sell the picture exclusively until after the Los Angeles engagement and maybe one other. The picture is now slightly in excess of 9000 feet long and most of the titles have been changed with a good many eliminations and all of them have been re-photographed, making them clear and steady. The first negative is being washed and I have had the second negative shipped out here so that we might pick the best of each negative, thereby getting one good one, and as a result we will have almost as good prints to offer as when the picture was new.

You mention in your letter that United Artists should not sell "Way Down East" until after August 1st. By that I deduce that from August on will be a good time to sell it. As yet no authority has been given them to sell the picture; therefore, see that they do not.

We will let you know full details how the "Way Down East" engagement here goes over, and incidentally I am returning the New Haven press material, which you so kindly sent me. It gave the boys here some ideas to work on. Incidentally, the keynote of our campaign is "The Second World Tour of "Way Down East"", omitting the words "revival" or "reissue".

With best wishes, I am

Sincerely yours,

Raymond A. Kum

RAK:F.

OFFICERS

W.·. HENRY EISENHAUER
President

W.·. HENRY C. FABER
Vice-President

W.·. H. W. VON SPRECKELSEN, Jr.
Secretary

W.·. PAUL V. MARTIN
Treasurer

1928 Master's Association

SECOND MASONIC DISTRICT OF KINGS

1054 BUSHWICK PARKWAY
BROOKLYN, NEW YORK

PHONE BUSHWICK 910

EXECUTIVE COMMITTEE

R.·.W.·. FREDERICK WITSCHEREN
R.·.W.·. FREDERICK HAMISCH
Ex-Officio

W.·. ALVA E. FINKELDEY,
Chairman

W.·. JOHN J. MORIARITY
Treasurer

W.·. ALFRED R. McCOMSEY
W.·. ALFRED J. GERKEN

RIDGEWOOD TEMPLE FASHION REVUE AND BAZAAR

June 16th 1928.

W.·. SYDNEY G. MORGAN
Anthon, 768
W.·. JOHN J. MORIARITY
Baltic, 184
W.·. CONRAD J. SAFFHER
Canna, 447
W.·. FRANKLIN HICBIE
Clinton, 411
W.·. ARTHUR B. SANDIFORD
Colonial, 782
W.·. MORTON ABRAHAMS
Compass, 1019
W.·. CYRUS J. DUNACHIE
Connecticut, 147
W.·. JAMES T. BENEDICT
Cypress Hills, 1067
W.·. PAUL V. MARTIN
Euclid, 616
W.·. N. HENRY ZIMMER
Greenpoint, 401
W.·. ERNEST L. DAVIS
Hill Grove, 740
W.·. ALFRED R. McCOMSEY
Hyatt, 101
W.·. FRED G. CLOOS
Laurel, 971
W.·. WILLIAM L. BAYER
Manual, 636
W.·. HARLAN D. TUCKER
Marsh, 188
W.·. ROBERT H. HAGEMANN
Merchants, 709
W.·. WILLIAM G. UHL
Oltmans, 446
W.·. LAWRENCE LANDSMAN
Paragon, 1081
W.·. HENRY W. VON SPRECKELSEN, Jr.
Progressive, 394
W.·. WILLIAM K. LIDDELL
Reliance, 776
W.·. JOHN A. SIEGEL
Ridgewood, 710
W.·. JOHN B. PETERSON
Seawanhaka, 678
W.·. HENRY C. FABER
Star of Hope, 430
W.·. EDWARD I. DRUCKMAN
Tuscan, 704
W.·. ALVA E. FINKELDEY
Tyrian, 618
W.·. HARRY R. ROSENBERG
Victoria, 1037
W.·. HENRY EISENHAUER
Yew Tree, 461

D. W. Griffiths Inc.
1470 Broadway
New York, N. Y.

ATTENTION: Mr. Grey.

Gentlemen:

A situation has arisen in which the Ridgewood Masonic Temple must retire a substantial portion of it's $100,000 bonded indebtedness.

For this reason, we, The 1928 Masters Association of the 2nd Masonic District of Kings are sponsoring a plan which will ultimately enable us to reach our goal.

In the belief that you are able and willing to co-operate with us to a certain extent we respectfully ask you to tender us an advertisement for our Inaugural Journal now in process of publication, in advance of the Revue and Bazaar scheduled to be held at Kismet Temple in the early Fall. This work will be didicated to Ridgewood Masonic Temple and will contain the History of each of the 27 lodges represented in the 2nd Masonic District of Kings, and comprising 15,000 Masons.

May we count on your co-operation in this splendid work the proceeds of which will go directly toward liquidating our debt.

Thanking you in advance of your reply, and assuring you of our deep appreciation of your assistance, we remain,

Very respectfully,

RATES:

Full-page	$100.00
Half-page	50.00
Quarter-page	25.00

1928 MASTERS ASSOCIATION
2nd MASONIC DISTRICT OF KINGS

A E Finkeldey
Chairman

June 16, 1926.

The Morris Plan Company,
469 Fifth Avenue,
New York, N. Y.

Gentlemen,

In reply to your letter of June 14th regarding Edward Byrnes, we wish to advise that Mr. Byrnes has not been in the employ of this company for over a year and we are unable to advise you of his present whereabouts.

Regretting our inability to be of service, we are

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

cc/s

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

June 16th, 1926.

Mr. Albert H. T. Banshaf,
130 West 42nd St.,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 15th instant, with its enclosure of check to our order, for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $5,077.75.

Yours very truly,

Clarence L. Lewis

Clarence L. Lewis
Mgr. Adjustment Dept.

June 19, 1926.

1926 MASTERS ASSOCIATION
2nd MASONIC DISTRICT OF KINGS,
1064 Bushwick Parkway,
Brooklyn, N. Y.

Gentlemen:

In reply to your letter of June 16th, addressed to the attention of Mr. Grey, we regret exceedingly to advise that we are unable to take advertising space in your Inaugural Journal due to the fact that at the present time we have no advertising or publicity appropriation. Mr. Griffith has just started work on a new production in California and there will be no appropriation for the above purpose until production of the picture has advanced a great deal further.

Regretting our inability to be of service to you, we are

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Gray

From G. M. Gumaer

Date June 20, 1928

Time

Reply to

Dear Mr. Gray,

According to our records the amount paid to the American Society of Composers on account of "WAY DOWN EAST" is $1660, paid as follows:

Sept. 17, 1923	$ 1000.00
May 6, 1925	300.00
Oct. 1, 1924	250.00
July 3, 1926	100.00

The July 3, 1926 bill was originally for $200, but we later received a credit of $100, making the net $100 paid as above.

Very truly yours,

Please make all replies on back of this memorandum.

June 28nd 1928.

Manufacturers Trust Company,
150 Broadway,
New York City.

In re: Mfgrs. Trust Co. v. U. & H Pictures.

Gentlemen:

I enclose herewith check for $500. to the order of Manufacturers Trust Company to be applied on account of the above-entitled matter.

Very truly yours,

GDM:MS

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES.

June 23,1926

Mr. Ed Lindeman
D. W. Griffith, Inc.
729 7th Avenue
New York City, N.Y.

Dear Ed:

I am enclosing herewith a little clipping in the way of encouragement. I have written Mr. Grey, telling him that I am sending you this clipping and that I have asked you to show it to him.

There is nothing definitely decided yet in the way of a new story.

"Way Down East" opened to fairly good business, but is not holding up or building the way we expected. However, it will get out for the week with a larger figure than a lot of new productions that have gone in at the United Artists Theater here.

With best wishes, I am

Yours very truly,

Raymond A Kern

RAK:F

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

June 23, 1928.

Mr. Albert H. T. Benshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 22nd instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $4,577.75.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full rate Telegram or Cable gram unless its character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
DN = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

1931 JUN 26 PM 11 5

Received at

SC129 51 NL=HOLLYWOOD CALIF 25

A H T BANZHAF=

130 WEST 42 ST NEWYORK NY=

LINDEMAN ADVISES MANY CONTRACTS COMING TO HIM MARKED ACCEPTED BY LICHTMAN THEREBY NULLIFYING HIS AUTHORITY AS OUR REPRESENTATIVE THIS NOT BEING DONE TO OTHER PRODUCERS REPRESENTATIVES THINK YOU SHOULD SEE LICHTMAN TAKING CORPORATION POINT OF VIEW AND GET DEFINITE UNDERSTANDING LINDEMAN WILL BE ACCORDED SAME AUTHORITY AS OTHER PRODUCERS REPRESENTATIVES REGARDS=

D W GRIFFITH.

AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

AGREEMENT entered into this 30th day of June, 1928, between WILLIAM FREDERICK PETERS, of the City of Englewood, County of Bergen and State of New Jersey, hereinafter called the Composer, party of the first part, and THE PHOTOTONE TALKING CORPORATION, a corporation of the State of New York, hereinafter called the Producer, party of the second part.

WHEREAS, Julia Peters, the holder of the copyright of the musical score composed by William Frederick Peters, has by an agreement dated as herewith, granted party of the second part the use and privilege to reproduce said musical score on its recording machine to accompany a moving picture entitled "'Way Down East" originally produced by D. W. Griffith.

WHEREAS, the party of the second part desires to employ the party of the first part to complete said musical score by taking out any part or parts of said musical score which had been or may have been copyrighted by any person or persons except Julia Peters, and to replace the same with music to complete the said original score for which said services, the party of the second part hereby agrees to pay the party of the first part the sum of Twelve Hundred Fifty ($1250.00) Dollars.

NOW, THEREFORE, in consideration of the sum of One Dollar and these mutual covenants the parties hereto agree as follows:

1. Party of the first part hereby agrees to take out any part or parts of the original musical score entitled "'Way Down East" which has been or may have been copyrighted by any person or persons other than Julia Peters and to replace the same with music to complete the original score. It is understood that party of the first

part will take out all the copyrighted music so that the party of the second part will not be liable for damages for an infringement of copyright.

2. Party of the first part hereby agrees to begin the work as above described upon the signing of this agreement.

3. Party of the second part agrees to pay party of the first part the sum of Twelve Hundred Fifty ($1250.00) Dollars for said services to be paid as follows: the sum of Six Hundred Twenty-Five ($625.00) Dollars upon the completion of part I of said moving picture "'Way Down East" and the balance of Six Hundred Twenty-Five ($625.00) Dollars upon the completion of part II of said moving picture.

4. It is understood and agreed that party of the first part or his assigns shall retain any and all rights of copyright in said music to be written as above mentioned.

5. It is understood and agreed that this contract is non-assignable in any manner whatsoever and that upon an assignment by the party of the second part it is agreed that this contract shall be null and void and that the party of the second part shall be liable for the sum of $1250.00 as herein provided.

6. It is understood and agreed that party of the first part will complete the original score of "'Way Down East" as it may be necessary in his judgment in a proper manner.

7. It is further understood and agreed that the music written by the party of the first part shall be used exclusively for the recording on a mechanical machine by the party of the second part to accompany the moving picture "'Way Down East" and for no other purpose whatsoever, and that the party of the second part will not

use any part or parts of said musical score separately except in the entire score of "Way Down East".

8. It is understood and agreed that should the party of the second part be adjudged a bankrupt or be declared insolvent then this contract shall be null and void and the party of the first part shall be relieved of any and all obligations as provided herein at the option of the party of the first part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ (SEAL)

_____

THE PHOTOTONE TALKING CORPORATION.

Attest:

By _____
President.

_____
Secretary.

A G R E E M E N T

WILLIAM FREDERICK PETERS

with

THE PHOTOTONE TALKING CORPORATION

Dated June 28,1928

Law Offices,
SOLOMON GOLDMAN,
16 W.Palisade Ave.
Englewood,N.J.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1146A

Engelwood N.J. 4066

AGREEMENT made this 28th day of June, 1928 between JULIA PETERS, of the City of Englewood, County of Bergen and State of New Jersey, party of the first part, hereinafter called the Owner, and THE PHOTOTONE TALKING CORPORATION, a corporation of New York, party of the second part.

WHEREAS, the party of the first part is the owner of the copyright of a certain musical score known as "Way Down East" composed by William Frederick Peters.

WHEREAS, the party of the second part desires to obtain the permission of the party of the first part to use said musical score for the purpose of recording on its mechanical talking-machine which will accompany the moving picture "Way Down East, originally produced by D.W.Griffith, for which said privilege the party of the second part agrees to pay the party of the first part the sum of Two Thousand ($2000.00) Dollars to be paid upon the signing of the agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar and the mutual covenants herein contained the parties hereto agree as follows:

1. The party of the first part hereby gives the party of the second part the right, privilege and authority to use the said copyrighted musical score as above mentioned for the purpose of recording the same on its mechanical machine which is to accompany

the moving picture known as "Way Down East" and it is understood and agreed that said musical score is to be used for no other purpose except to accompany said moving picture in its entirety, and except for making records as provided in paragraph 4 hereof.

3. Said party of the second part hereby agrees that the said mechanical records shall be produced in a proper manner according to the usages of the business.

3. It is understood and agreed that William Frederick Peters is to receive the screen credit as composer of said musical score.

4. It is understood and agreed between the parties hereto that the two thousand ($2000.000) Dollars consideration paid covers all records made for the purpose of playing the complete score with the Moving Picture "Way Down East." and that no separate royalties are to be paid for playing records with said Moving Picture.

It is further understood and agreed between the parties hereto, and the first party hereby grants to the second party the right to reproduce and make or have records made for any number or numbers of said score and to use or sell said records to the public for playing in private or in any theatres or amusement places and that for each separate record so made and sold, the second party shall pay to the first party a royalty of two (2¢) cents, said royalty shall be paid on the 15th of October for all records sold during July, August and September and on January 15th for all records sold during October, November and December,

and on April 15th for all records sold during January, February and March, and on July 15th for all records sold during April, May and June of each year.

First party shall have the right to make any necessary examinations of sales of records by second party to substantiate and prove the statements of the second party on records sold.

5. It is understood and agreed that party of the second part will not assign this agreement or any part of the same to any person or persons, corporation or corporations other than, the owners of "Way Down East" and their rightful exhibitors of "Way Down East" and then only to accompany Moving Picture "Way Down East."

It is further understood that should the party of the second part assign this agreement or any part thereof other than as above provided, then the party of the first part has the right to declare this contract null and void and to restrain the party of the second part or its assignees from using the above mentioned musical score, and the said money paid hereunder shall be forfeited by the party of the second part.

6. It is understood and agreed that should the party of the second part be adjudged a bankrupt or be declared insolvent before the completion of the recording of the said musical score then it is understood and agreed that upon the adjudication of bankruptcy or insolvency this contract shall be null and void and that the musical score as herein provided shall be returned to the party of the first part and shall not be liable in any way either for the use of said musical score

or for damages in any respect.

7. It is understood and agreed that the party of the first part will not grant the use of said musical score to any person or corporation during the continuance of this privilege granted to the part of the second part, except as provided in paragraph five hereof.

8. It is understood and agreed that when the party of the second part shall have completed the recording of the musical score for the moving picture "Way Down East" then and at that time it will deliver unto the party of the first part the said musical score and its use and privilege will then and there cease and this agreement shall be of no force and effect thereafter, e xcept as provided in paragraph 4 for making of records under royalty.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

JULIA PETERS (SEAL)

THE PHOTOTONE TALKING CORPORATION

ATTEST:

By_____
President.

_____
Secretary

Signed, sealed and delivered
in the presence of:

Solomon Goldman
as to Julia Peters

Manufacturers Trust Company

138 Broadway,
New York, N.Y.

June 30, 1930

Mr. Albert H.T.Bauchaf,
130 East 42nd Street,
New York City.

Dear Sir:

Receipt is acknowledged of your communication of the 23nd instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $4077.75

Very truly yours,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Department

June 20, 1920.

To: Mr. Lichtman
From: Mr. Lindemann

Following is the contents of a wire received by me regarding the quota expected for Mr. Griffith's "THE BATTLE OF THE SEXES":

"Our quote Battle of Sexes United States Canada Cuba set at million and a quarter. Prices should be governed accordingly. Exhaustive tests have proven picture capable of earning it. Regards"

(Signed) D. W. Griffith.

If you intend using prices secured for any previous picture as a price comparison for "THE BATTLE OF THE SEXES", will you please advise me so that my basis of price comparison will conform with yours.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram, or Cablegram, unless its character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
DN = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SD342 17 NM=HOLLYWOOD CALIF 30 1934 JUL 1 AM 1 40

ED LINDEMAN=

D W GRIFFITH INC ROOM 501 729 7 AVE NEWYORK NY=

EXPECT TO HAVE PRINT SEXES IN NEWYORK NOT BEFORE LATTER PART JULY WILL KEEP YOU ADVISES REGARDS=

IR KLUNE.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,

July 2nd, 1928

Mr. Ed Lindeman
D. W. Griffith, Inc.,
729 7th Avenue
New York City, N.Y.

Dear Ed:

I was very sorry indeed to learn of the unfortunate condition which exists between yourself and the United Artists sales department. While their attitude is understandable, it is certainly unjustified and absolutely wrong. Mr. Griffith was went to take it none too seriously, but I more or less bubbled over with the result that I have written a letter to Mr. Lichtman, which he will be able to understand and which Mr. Griffith is signing.

Upon receipt of your letter, Mr. Griffith wired Mr. Banghaf that he should immediately speak to Mr. Lichtman about the situation of contracts coming to you marked already accepted.

In the letter which is going out, the matter of your having free access to the sales records of the United Artists Corporation is gone into quite thoroughly, and when it is received, it should either produce the desired effect or some sort of a battle. We shall see which. In any event hold your head until it is over. I know just how you feel about it. The various men in the United Artists Corporation for some reason or other do not seem to realize that they are working for Mr. Griffith as an owner of the United Artists Corporation and not that Mr. Griffith is working for them. The attitude certainly should be that they are all working with one another, but that is an idea of perfect business which has never come to pass, I am sorry to say.

Keep me advised about this situation. I will let you know when I think Mr. Lichtman has had Mr. Griffith's letter long enough to have digested it, and I will suggest that you request access to the information which you have already been refused.

"DRUMS OF LOVE" seems to be doing pretty well in foreign countries in the way of sales. The foreign market seems to be our great hope on this particular picture.

It has been definitely decided that we are to do "THE LOVE SONG". It is a very fine story, and should be a real Griffith picture. We get into production almost immediately, so that by the end of this year

there will still be another Griffith picture to sell.

I have wired you that I will not be able to get a print of "THE BATTLE OF THE SEXES" in New York before the latter part of July. The laboratory will only be able to start cutting the negative the latter part of this week. It usualy requires about two and a half weeks to get the first perfect answer, after which shipments of prints commence.

The picture is about 7800 feet, which I think is a nice length, and let me tell you they love it. It has been a long while since I can remember having had anything to do with such a well liked picture. Everybody is very enthusiastic about it, and I am very anxious that you should see it as well as the United Artists executives.

One million and a quarter in this country, Canada and Cuba is certainly not too much money for it, and as you suggest I think it should help us on "DRUMS OF LOVE", but let me give you a little tip: do not allow any bartering of "THE BATTLE OF THE SEXES" on the "DRUMS OF LOVE". It is perfectly all right for them to try to force the "DRUMS OF LOVE" on the exhibitors with "THE BATTLE OF THE SEXES", but do not allow any shifting of prices on what we might receive on "THE BATTLE OF THE SEXES" to the "DRUMS OF LOVE", as this would seriously affect our interest due to the difference in the negative costs of each picture.

In your wire of June 30th you mention you would like to get a synopsis of the story to each exchange. You will find such a synopsis in the press book which I sent to you. However, if there is any way around it, I think it would be much better to wait until a print arrives.. However, you can use your own judgment about this.

Mr. Grey is formulating plans regarding "WAY DOWN EAST", and as Mr. Griffith is putting this matter entirely in his hands, which I think is the most advisable thing to do, you can keep in touch with Mr. Grey on it. Of course, the United Artists Corporation are to distribute it, but only when and as Mr. Grey tells them to.

The Los Angeles engagement, while it did not make us any money due to the theater's expenses of the house out here, was very well received,and I would say very successful.

Nothing more at present.

With best wishes, I am

Yours very truly,

Raymond A. Kenn

RAK:F

Grafly
175 A

July 2nd 1920.

Mr. Raymond Klune,
c/o United Artists Studio,
Hollywood, California.

Dear Mr. Klune:

Mr. Brewer wants the note to be the same as the original note that was given which bore Mr. Griffith's personal endorsement. Therefore the note signed by Mr. Bankhaf and Miss Conway which was going to be used in the event Mr. Brewer did not require Mr. Griffith's signature is sent you herewith.

Will you kindly therefore have Mr. Griffith endorse the same and then return the same so that we can send it up to the First National Bank of Mamaroneck.

With kind regards, I remain

Sincerely yours,

P.S. Got your letter about Hans Becker. Up to date he has not been in. Will be glad to help him now that I have been duly admitted.

R.C.R.

AHTB:GDM

Form 9 1084 1-40

INTER OFFICE RUSHGRAM

To Mr. Lindeman

From Mr. Streimer

Date July 3, 1933.

Will you kindly advise me how soon we can get a print of BATTLE OF THE SEXES, so that I may be able to screen it for Walter Reade for his Asbury Park Theatre; also for Far Rockaway, Patchogue and other summer resorts, for pre-release showing?

Moe Streimer

This estimate does not include charges for the preparation of copy such as art work, engravings, composition, electrotypes, etc., unless specifically shown. Such expenses will be charged for at current market prices.

H. E. LESAN ADVERTISING AGENCY

INCORPORATED

NEW YORK, N. Y. 420 LEXINGTON AVE.
CHICAGO, ILL. 14 E. JACKSON BLVD.

MEMBERS OF
American Association of Advertising Agencies

The rates on which the estimate shown below is based are those in effect at this date and are subject to change if publications issue new rate cards before definite contracts are completed with them to cover this advertising.

ESTIMATE FOR ADVERTISING OF UNITED ARTISTS CORPORATION

New York, July 3rd, 1928

PUBLICATION	CIRCULATION	COST PER PAGE	COST PER 2 COLUMNS
Ladies Home Journal	2,547,465	$9,500.00	$4,750.00
Woman's Home Companion	2,255,643	8,200.00	4,100.00
Pictorial Review	2,194,569	8,500.00	4,250.00
McCall's	2,200,942	8,200.00	4,100.00
Good Housekeeping	1,526,560	4,600.00	3,125.00
Delineator	1,221,010	5,[illegible]00.00	2,700.00
True Story	2,002,404	4,000.00	2,800.00
American Magazine	2,135,127	5,000.00	3,400.00
Liberty	1,382,171	4,250.00	2,125.00
Saturday Evening Post	2,835,079	8,000.00	4,000.00
Red Book	749,591	2,000.00	1,360.00
Cosmopolitan	1,665,113	4,200.00	2,900.00
Collier's	1,506,373	4,500.00	2,250.00
College Humor	286,325	1,070.00	715.00

Form 1001 A

Charge to the account of D. W. Griffith, Inc. $

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO. | CASH OR CHG. | CHECK | TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 5, 1928.

Mr. Patrick H. Campbell
"D. J. Sierra"
San Francisco, Calif (sailing at noon today)

Bon voyage to you Mildred and mother also gesundheit

Edward L Lindman

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

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The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

RECEIVED AT 40 BROAD STREET, (CENTRAL CABLE OFFICE,) NEW YORK, N. Y. ALWAYS OPEN

1928 JUL 6 PM 6 31

SU351 21 NM=HD HOLLYWOOD CALIF 6

A H T BANZHAF=
130 WEST 42 ST NEWYORK NY=

S1

166A

WIRE OPINION IMMEDIATELY MY LETTER CONCERNING COMMON STOCK VERY URGENT THIS BE CARRIED OUT IMMEDIATELY MISTER GRIFFITH WRITING YOU TODAY REGARDS=

R KLUNE.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Phone GRanite 9111

116A

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,

July 6th, 1928

Mr. A. H. T. Banzhaf
150 West 42nd Street
New York City, N. Y.

AIR MAIL

Dear Mr. Banzhaf:

We have been waiting anxiously for a reply to both my letter and Mr. Klune's, concerning the matter of the United Artists common stock. Of course, you understand that I am very anxious that something be done about this immediately.

The plan that Mr. Klune has in mind sounds very good to me, and unless there should be some serious objection to it that we do not know about, I think it is the one we should follow.

It is: That in consideration for huge — any one or two hundred thousand — sums of salary waived by me in the past in favor of the corporation, and also in consideration of a gift by me to the corporation of say one hundred thousand shares of common stock in the Griffith Corporation that I should receive fifty percent of the United Artists common stock.

Mr. Klune has prepared the necessary entries in order to put this through the corporation books, but will not go ahead with it until we hear from you. He feels absolutely certain that there is no danger involved in this method. Furthermore, it has never been known to anyone on the outside whether this stock is the property of the corporation or myself, personally. As a matter of fact I was of the opinion that it belonged to me until Mr. Klune told me otherwise.

If you or any other people near to me are owners of any of the Griffith Corporation stock, there is nothing to worry about, as I will amply take care of you. However, between you and me, the way things look now, even subsequent to the adjustment suggested above, the Griffith Corporation stock should have plenty of value ere long, and I, myself, would like to own about fifty thousand shares of it.

I think it most advisable that this matter should

not be known to any other than yourself, Mr. Kluns, Miss Conway and myself.

Please write me immediately.

With kindest regards, I am

As ever,

D.G.

D:G:F

ALBERT H.T. RANSHAF
JOHN D. PENDLETON

RANSHAF & PENDLETON
COUNSELLORS AT LAW
RUSH TRADING BUILDING
120 WEST 42d STREET
NEW YORK

TELEPHONE
WISCONSIN 1866
CABLE ADDRESS
"RENRAN"

July 6th 1926.

RECEIVED from ALBERT H.T.RANSHAF the following stock certificates of D.W.Griffith, Incorporated:

No.NYO 6304 - 10 shares in name of Harper & Turner
" 1479 - 5 shares in name of Katherine Kolono
" 1478 - 5 shares in name of Katherine Kolono
" 6333 -100 shares in name of John J.O'Kane Jr.& Co.
" 6265 - 10 shares in name of Hayden Stone & Co.

D.W.GRIFFITH INCORPORATED

By Jack Sherman

D. W. GRIFFITH PRODUCTIONS
UNITED ARTISTS STUDIOS
1041 NORTH FORMOSA AVENUE

LOS ANGELES,

July 6th, 1928

Mr. Robert G. Richter
c/o Mr. A. H. T. Banzhaf
130 West 42nd Street
New York City, N. Y.

AIR MAIL

Dear Bob

I am enclosing herewith the First National Note with Mr. Griffith's endorsement thereon.

I did not fill in above his endorsement the regular guarantee. I have left it for you to word.

Yours very truly,

Ray

RAK:F
ENC:1 note

D. W. GRIFFITH INCORPORATED
110 WEST 42nd STREET
NEW YORK CITY

Griffith note
Paul Hallibut manuscript
(not used)

$ ..... Mamaroneck, N. Y., ... 193

..... after date for value received

..... hereby promise to pay to **The First National Bank and Trust Company of Mamaroneck, N. Y.,**

or order at said bank ..... DOLLARS,

with interest at the rate of ..... per cent per annum until paid, having deposited with said bank, as collateral security, for the payment of this note, and also as collateral security, for all other present or future demands of any and all kind of the said bank against the undersigned, due or not due, the following property, viz: 300 shares of Preferred stock of the United Artists Corporation and a first mortgage of $67,000 on a piece of property, approximately 50 acres, situated on Orienta Avenue, Mamaroneck, N. Y., which is more fully described in the mortgage papers, Mortgagor S. L. H. Corporation having its offices or business in New Rochelle, N. Y.

and do hereby give the said First National Bank and Trust Company of Mamaroneck a lien for all of the said demands, upon all property left with said First National Bank and Trust Company of Mamaroneck, and upon any balance of deposit account with said First National Bank and Trust Company of Mamaroneck, hereby authorising said First National Bank and Trust Company of Mamaroneck to at any time charge any and all of the said demands against the deposit account of the undersigned on the books of the said First National Bank and Trust Company of Mamaroneck, if there be such an account; and hereby authorize said bank on the non-performance of this promise or the non-payment of any of the demands aforesaid, or failure to furnish further security as hereafter agreed, to sell the whole or any part of said collaterals or substitutes therefor or additions thereto, at any Brokers Board or at public or private sale, at the option of said First National Bank and Trust Company of Mamaroneck without notice of intention to sell or of the time or place of sale and without demand of payment of this note or of any of the said demands and after deducting all expenses of collection and sale, to apply the residue of the proceeds to pay any or all of said demands in whole or in part, due or not due, including this note, making rebate of interest upon demands not matured by their terms; and hereby agree that at any such sale the said First National Bank and Trust Company of Mamaroneck may become the purchaser of any or all of said collaterals and may hold the same thereafter in its own right absolutely, free from any claim of the undersigned; and agree that in case of deficiency the undersigned will pay to the said First National Bank and Trust Company of Mamaroneck the amount thereof forthwith after such sale with legal interest; and do further agree that if in the opinion of said First National Bank and Trust Company of Mamaroneck or any of its officers the value of the said collaterals or any substituted or hereafter deposited shall at any time be less than ..... DOLLARS, the undersigned will immediately furnish such further security as will be satisfactory to the First National Bank and Trust Company of Mamaroneck and in that case of failure so to do, this note thereupon at the option of said First National Bank and Trust Company of Mamaroneck shall become due and payable forthwith, the said First National Bank and Trust Company of Mamaroneck being also authorized in such case to sell the collaterals or any part thereof as above provided; and it is hereby further agreed that upon the transfer of this note the First National Bank and Trust Company of Mamaroneck may deliver the said collaterals or any part thereof to the transferee who shall thereupon become vested with all the powers and rights above given to the said First National Bank and Trust Company of Mamaroneck in respect thereto, and the said First National Bank and Trust Company of Mamaroneck shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

D. W. Griffith, Inc.

Albert H. Gaustad Sec'y.

Asst. Treas.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

July 7th, 1926.

Mr. Albert H.T. Banshaf,
130 W. 42nd St.,
New York, N.Y.

Dear Sir:

Receipt is acknowledged of your communication of the 6th inst., with its enclosure of check to our order for $500.00, for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $3,577.75.

Yours very truly,

Clarence L. Lewis

Clarence L. Lewis
Mgr. Adjustment Dept.

D. W. Griffith Inc

FORM 10 [illegible]

TRAVELER'S WEEKLY EXPENSE REPORT

[redacted]

BRANCH _____ WEEK ENDING 7/8 1948

DATE	CITY AND STATE	R. R. FARE	HOTEL OR PULLMAN	MEALS	TEL. TELEG.	STREET CAR FARES	INCIDENTALS ITEM	INCIDENTALS AMT	TOTALS
MONDAY 7/2	New York						Theatre	1.25	2.55
	Burbank	1.15							
	New York	1.15							
TUESDAY 7/3	New York						Theatre	.50	2.10
	Burbank	1.15							
	New York	1.12							
WED. 7/4									
THURSDAY 7/5									
FRIDAY 7/6									
SATURDAY 7/7									
SUNDAY									
	TOTALS	4.60						.75	5.35

REMARKS

CASH SUMMARY

CASH ON HAND LAST REPORT

CASH RECEIVED SINCE

TOTAL

EXPENSES THIS WEEK

BALANCE ON HAND

CERTIFIED AS CORRECT

SIGNED E. Lindeman

TELEPHONE LIBERTY 2666

United Artists Corporation

124 Meadow Street
New Haven, Conn.

July 9,1926

Mr. Edward L. Lindeman,
D. W. Griffith Incorporated
1476 Broadway,
New York, New York

7

Dear Mr. Lindeman:-

Enclosed you will find a letter from the Capitol Theatre, Middletown, Connecticut, with reference to the engagement of "DRUMS OF LOVE".

You will notice from his report that the exhibitor took it on the chin for plenty. If there is anything that you can do to satisfy this man, I really believe you should, because of his understanding that he is entitled to it.

Kindly let me hear from you regarding same.

Very truly yours,

UNITED ARTISTS CORPORATION

Chas Stave

Sales Manager

CS:MG
Encl.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLASS OF SERVICE DESIRED

Fast Telegram	
Day Letter	X
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Receiver's Number

Check

Time Filed

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to

Form 2

JULY 10 1928

105
Corp

DAVID W GRIFFITH
CARE UNITED ARTISTS STUDIO
HOLLWWOOD CALIFORNIA

HAVE SEEN MOSCOWITZ WHO WILL CABLE SCHENCK REGARDING YOUR PERSONAL LOAN STOP IN ORDER TO SAVE TIME FORWARD AIRMAIL DEMAND NOTE FOR TWENTYFIVE THOUSAND PAYEE IN BLANK ALSO FORWARD ME INSTRUCTIONS TO PAY MONEY SO BORROWED FOR YOUR ACCOUNT TO GRIFFITH CORPORATION IN PAYMENT FOR FIVEHUNDRED SHARES STOCK WHICH YOU HAVE AGREED TO PURCHASE SO THAT I MAY FINANCE AND COMPLETE YOUR PURCHASE HERE

REGARDS

BANZHAF

charge Banzhaf 130 W 42

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

CLASS OF SERVICE DESIRED

Fast Telegram	X
Day Letter	
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA

THE MACKAY SYSTEM · POSTAL TELEGRAPH · COMMERCIAL CABLES · THE PULSE OF THE WORLD

CABLEGRAMS TO ALL THE WORLD

Receiver's Number

Check

Time Filed

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2

JULY 10 1928

105
Corp

DAVID W GRIFFITH
CARE UNITED ARTISTS STUDIO
HOLLYWOOD CALIFORNIA

SINCE GRIFFITH COMPANY NEEDS TWENTYFIVE THOUSAND TO FINANCE REISSUE WAY DOWN EAST IT WILL ACCEPT YOUR OFFER OF TWENTYFIVE THOUSAND FOR FIVEHUNDRED SHARES UNITEDARTISTS COMMON STOCK OF COURSE AS YOU SAY THIS IS BIG PRICE TO PAY FOR THIS STOCK SINCE IT IS IN NATURE OF A GAMBLE YET FOR A LONG PULL IT MAY BE A GOOD INVESTMENT AT ANY RATE YOU WILL BE HELPING GRIFFITH COMPANY BY MAKING THIS PURCHASE AS IT SORELY NEEDS FUNDS AND IS IN NO POSITION TO BORROW ON ITS OWN CREDIT PLEASE CONFIRM

REGARDS

BANZHAF
charge Banzhaf 130 W 42

COPY.

UNITED ARTISTS (AUSTRALASIA) LIMITED

51 Castlereagh Street

SYDNEY, AUSTRALIA.

July 10th, 1936

Mr. Arthur W. Kelly,
Vice President & Treasurer,
in Charge of Foreign Distribution,
UNITED ARTISTS CORPORATION,
729 Seventh Avenue,
NEW YORK CITY, N.Y., U.S.A.

Dear Mr. Kelly:-

Re - "DRUMS OF LOVE": This is to advise you that the Australian Censor would not pass "DRUMS OF LOVE" unless we altered the title. We suggested "LURES OF LOVE" and this was agreed to; therefore, throughout Australia we are putting the picture out under this name.

The New Zealand Censor, however, passed the picture with only a few minor cuts, and with the original title; so in that territory it goes out under its original caption.

You will also note from my General Report for the two months ending June 30th how severly we had to cut the picture to get it through. Unfortunately, this cutting has reduced the entertainment value of the picture somewhat, and has prevented me from placing it in Sydney for an extended run.

The reason the original title was not allowed to stand in Australia was that the word "drums" is the slang term for "brothel".

I might mention that we are having a very, very bad time with the Censorship in Australia, and have not yet succeeded in getting "SADIE THOMPSON" through. We are at present engaged in reconstructing the film, as at its first showing the Censor rejected it entirely. The film is at present in Melbourne being considered by the Chief Censor, Professor Osborne, and we have every hope of getting it through in a reasonably satisfactory form.

The whole question of censorship at the present time is engaging the attention of our Motion Picture Distributors' Association, and we are in great hopes that the man who is causing all the trouble here, namely, Mr. O'Reilly, will be engineered out of his position when the Board of Censorship is set up in place of the

of the individual censorship as existing at present. The new Board will be selected very shortly, and although it will contain a woman among its personnel, whatever its actions are, they cannot be worse than the present state of affairs, unless we have the misfortune to have Mr. O'Reilly elected as Chairman.

Yours very truly,
UNITED ARTISTS' (A/asia) LTD.,

(Signed) R. R. DOYLE,

GENERAL MANAGER.

PATRONS ARE REQUESTED TO FAVOR THIS COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201 S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1928 JUL 11 PM 10 59

SF39 29 NM=HOLLYWOOD CALIF 11

A H T BANZHAF=

130 WEST 42 ST NEWYORK NY=

PLEASE PAY TWENTY FIVE THOUSAND DOLLARS BORROWED FROM SCHENCK TO GRIFFITH CORPORATION IN PAYMENT FOR THE FIVE HUNDRED SHARES OF STOCK I AGREED TO PURCHASE TO FINANCE RESISSUE EAST=

D W GRIFFITH.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201 S

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The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1928 JUL 11 PM 11 03

SE53 55 NL=HOLLYWOOD CALIF 11

A H T BANZHAF=

130 WEST 42 ST NEWYORK NY=

CONFIRMATION OF UNDERSTANDING WILL PAY GRIFFITH COMPANY TWENTY FIVE THOUSAND TO FINANCE REISSUE EAST FOR FIVE HUNDRED SHARES UNITED ARTISTS COMMON STOCK HOPE YOU ARE RIGHT ABOUT ITS CHANCES OF BEING GOOD FOR LONG PULL HOWEVER I FEAR IT WILL BE VERY LONG AND AS USUAL I WILL GET IT IN THE NECK KINDEST REGARDS=

D W GRIFFITH.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Class of Service Desired	
Fast Telegram	S
Day Letter	
Night Telegram	
Night Letter	

The rental and rate for 2 minutes for time of actual transit, should the message not be delivered within the limits

Receiver's Number

Check

Time Filed

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to

Form 1

JULY 11 1926

105
Cop

DAVID W GRIFFITH
CARE UNITED ARTISTS STUDIO
HOLLYWOOD CALIFORNIA

UNITED ARTISTS DIRECTORS MEET TOMORROW RELATIVE TO SCHENCKS BACK AND FUTURE SALARY HAVE YOU AGREED WITH STOCKHOLDERS ON THIS MATTER WIRE INSTRUCTIONS REGARDS

BANZHAF

charge Banzhaf 130 W 42

PATRONS ARE REQUESTED TO FAVOR THIS COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a fullrate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SF38 20 NL=HOLLYWOOD CALIF 11 1928 JUL 11 PM 10 59

A H T BANZHAF=

130 WEST 42 ST NEWYORK NY=

REFERENCE TO SCHENCKS BACK AND FUTURE SALARY HAVE NEVER MORE WILLINGLY AGREED TO PAY ANY ONE SO WORTHY OF IT=

D W GRIFFITH.

PARAMOUNT FAMOUS LASKY CORPORATION

INTER-OFFICE COMMUNICATION

To Mr. A. H. T. Ramshaf: Date July 11, 1928.

As per your request over the telephone I am giving you an outline of the understanding that I had with Mr. Brailey of the Phototone Company.

They are to do the recording and advance all moneys pertaining to the expense of same. They guarantee that the price that we are to pay for this recording will not exceed $10,000.-, and if the recording is a lesser amount, that is the amount we are to pay. This payment is to be made on weekly payments by each traveling unit that is out. The sum told to be paid within five months' time.

In addition to this they are to rent these units to us for $100.- per week for the time that they are in actual use. They guarantee us against any trouble that might arise through patents, infringements or injuctions, etc.

If after the recording is completed, if same is not satisfactory we are not to use it or pay out any moneys. This same applies in case of trouble arising through patents, infringements or injunctions, etc. If we are not able to, or satisfied to use their devices, we are not obligated for moneys paid out for recording.

I think a special contract should be drawn up by the Phototone people for the rental of their units so that when our salesmen sell "Way Down East" that nothing will appear on the contract about the sound device. There should be two separate and distinct contracts.

They have agreed to make ten units immediately and further agree, if required, to make as many as we should desire up to fifty.

All of the above matters were not fully gone into by Mr. Brailey and me, however, most of them were but everything I have stated is generally understood through my various talks with Mr. Greathouse. I am merely giving you this information because I would not want you to be embarrassed or have Mr. Brailey embarrassed by his stating that he had not agreed to all of the items.

The print should be in not later than Friday and if you can see your way clear to make an appointment with Mr. Brailey to-morrow for a chat or have Mr. Richter do so, I think it would be the thing to do in order to get this started as quickly as possible. I feel, that success in a marked degree is in getting this started ahead of the other people.

Sincerely,

AGG:G ~~General Manager.~~ A G Gray

Phone GRanite 8111

116

D. W. GRIFFITH PRODUCTIONS

United Artists Studios
1041 NORTH FORMOSA AVENUE

LOS ANGELES,
July 11th, 1928

Mr. A. H. T. Banzhaf
130 West 42nd Street
New York City, N. Y.

Dear Mr. Banzhaf:

Following Mr. Griffith's conversation with you over the long distance phone, he explained to me the method which you suggest in connection with the United Artists common stock. Upon carefully considering it, I am of the opinion that yours is the better method. The principle involved is the same, only yours is much simpler and probably more plausible.

I am writing Miss Conway tomorrow explaining to her just how to handle this entire transaction on the books of the corporation.

Inasmuch as we have in the past included the value of the common stock on the books of the corporation, ~~and~~ that of the preferred stock, as $5,000.00, making a total value of the United Artists stock, prior to the take up of the seven hundred shares of preferred stock last year, of $35,000.00, We will have to take up on the books An appreciation of the value of said common stock of $20,000.00 more, and at the end of the year I will create a nominal value of $5.00 a share for the balance of the common stock of the United Artists Corporation remaining in the Treasury of the Griffith Corporation. I mention $5.00 because it is the same nominal value as is stated on the books of the United Artists Corporation, and it is good accounting practice to give it ~~as~~ a value consistent with their own valuation.

Of course, this appreciation of $20,000.00 in the common stock, which we are selling to Mr. Griffith, will have to be treated as income at the end of the year and shown on our Income Tax Return as such. However, we will be able to word it in any one of a number of fashions.

You have been probably wondering why I did not send you the statement for stockholders, which we had talked about some time ago. I discussed this quite fully with Mr. Epping, prior to his departure for Germany, and Mr. Griffith and they thought it unwise to send such a statement out at the present time, even only

to those who ask for it. However, I am of the opinion that if we are going to send one out, we should send ones of June 30th, prior to the adjustment which is spoken of in this letter and which will not appear on the statement until July 30th.

Do you still think the need of such a statement is as urgent as it was at the time the matter came up? However, I am going to send you one as of June 30th for your own personal perusal and to compare it to one which I will send you as of July 30th, subsequent to the adjustment taken up in this letter. However, do not under any circumstances use this for stockholders, because the one which I will make up for stockholders will be classified and grouped and worded differently.

With best wishes, I am

Yours very truly,

Raymond A. Kenney

RAK:F

COPY

UNITED ARTISTS CORPORATION
Tokio, Japan.

July 12th, 1928.

No.442-B

Mr. T.P. Mulrooney,
Foreign Sales Manager,
United Artists Corporation,
729 Seventh Avenue,
NEW YORK CITY, N.Y.

Dear Mr. Mulrooney:

I am in receipt of your letter No.207 of May 23rd enclosing copy of a letter from the Motion Picture Producers and Distributors of America dated May 21st, in which they advise you that the "VOLGA BOATMAN" was banned in Japan.

I believe we advised you of this censorship several months ago thru the medium of our regular correspondence.

We have duly noted that the censors in England have refused to pass "TEMPEST" and that in consequence you are somewhat apprehensive as to the possibility of this picture being condemned for Japan.

The writer recently previewed "TEMPEST", and I can tell you in all frankness that it will be a miracle if we are able to get this picture thru as the censor authorities have been on a rampage of late, and anything that even smatters of anti-royalism to say nothing of revolution, is absolutely taboo. This is not stated in spirit of pessimism as we will use every possible effort to have the picture go through by carefully editing and cutting same before presenting it to the censor.

We have recently had "DRUMS OF LOVE" definitely banned by the censor after a two months battle to get it through. We cut and revised this picture in every possible way in order to eliminate anything that might seem objectionable, but the theme wherein one brother surreptitiously makes love to his brother's wife is tremendously offensive to the Japanese moral code, and they threw out the picture on these grounds and absolutely refused to reconsider any appeal or re-editing. This was a great blow to us as we had counted on releasing the picture in May when it would have added a tremendous amount to our revenue, as well as bolstering up June.

We will keep you advised as to results obtained on "TEMPEST".

Kindest personal regards.

Yours sincerely,

E.H.Benson

Special Representative

POSTAL TELEGRAPH - COMMERCIAL CABLES

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to

Form 4

JULY 13 1926

DAVID W GRIFFITH
CARE UNITED ARTISTS STUDIO
HOLLYWOOD CALIFORNIA

WILL GET THE TWENTYFIVE THOUSAND FROM MOSCOWITZ ON MONDAY OR TUESDAY NEXT DID YOU MAIL YOUR NOTE IF NOT PLEASE DO SO AIR MAIL REGARDS

BANZHAF

charge Banzhaf 130 W 42

July 15th 1926.

Mr. A. Griffith Grey,
Individual Films, Inc.,
Paramount Building,
Broadway & 43rd Street,
New York City.

Dear Mr. Grey:

Enclosed herewith is proposed agreement with Phototone Corporation, copy of which was sent to Mr. Brailey today so that he may take it with him to Ohio for submission to his people there.

Will you please look the enclosure over and see whether the terms thereof are in accordance with your negotiations.

I will get in touch with you after I hear from Mr. Brailey in respect to any suggestions or alterations he may have with relation to the contract.

Sincerely,

ICR:GDM

enc.

State of New York
Department of Law
Albany

Albert Ottinger
Attorney General

July 13 1926

Albert H. T. Banshaf, Esq.
Counselor at Law
130 West 42nd Street
New York City.

Re:
People ex rel. D. W. Griffith,
Inc. v. State Tax Commission.

Dear Sir:

Herewith I serve upon you Notice of Appeal to the Court of Appeals from the order granted by the Appellate Division in this proceeding.

Yours very truly

ALBERT OTTINGER
Attorney General.
By- W. P. Brown.

Second Assistant Attorney General.

WPB:Mu
Enclosure

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7300

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN BOARD OF DIRECTORS
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

July 14th, 1928

In reply please
refer to 12 - DLK

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Gentlemen:

Please be advised that we are paying S. K. Jacobs the following received from the United Artists Corporation, Lima, Peru:

ONE EXCITING NIGHT - W/E June 8th, 1928
Lp. 16. 7. 82 @ 3.99 - $66.98

Very truly yours,

UNITED ARTISTS CORPORATION

Asst. Secy. & Comptroller
F.A.Beach

DLK:SK

July 17th, 1928.

Mr. Lewis J. O'Brien,
c/o O'Brien, Malevinsky & Donovan,
[illegible] Street,
New York City.

Dear Capt

Confirming my conversation with you I wish to state that the Griffith Corporation has had a proposition submitted to it by the Phototone Corporation, an Ohio corporation, which has a reproduction device using records to accompany motion pictures. The proposition is, that this Company will have the music of "WAY DOWN EAST" recorded on records, supplying the Griffith Corporation with ten (10) units or more for reproductions. These units can be easily installed and readily removed for the purpose of accompanying the picture throughout those houses that do not at present have any of the standard reproduction equipments.

Before entering into this contract, and since the Griffith Corporation is one of the producer-owners of the United Artists Corporation, I believe, in all fairness to the United and Electric Research Products, Inc., that we should get their opinions as to whether or not such an arrangement would conflict with the contract now entered into between the Electric Research Products, Inc. and the United Artists. I wish to state that I have found nothing in the said contract which seems to prohibit the Griffith Corporation from entering into such a contract with the Phototone Corporation. However, I would like to have your and the Products Company opinion on the matter.

I wish to also state that this proposed contract will be entered into only for the musical accompaniment of WAY DOWN EAST on its reissue and is made for this picture only. As I have stated, this proposed contract is entered into only as a temporary expedient in order that "WAY DOWN EAST" may be shown without delay with the musical accompaniment in the great mass of motion picture theatres where reproduction instruments have not been installed. The reproducing units will be moved from theatre to theatre with the picture, and this, I believe, will also tend to popularize this new art.

I might also add that we have heard this device and we believe that the tonal results obtained from it are equal to.

if not better than, any device that is now on the market.

Will you kindly let us know your decision in this matter at the earliest possible date since we are a present drafting the proposed contract.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

P. S. For your information patents claimed to be owned by the Phototone Corporation are the John . Rogers patents and we would appreciate any advice from you or the Products Company relative to their status.

A. H. T. EARNHAF

AHTE:GDM

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

July 17, 1928.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your communication of the 16th instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $3,077.75.

Yours very truly,

Harold H Kaufman

Harold H. Kaufman
Adjustment Dept.

July 10, 1930.

Miss M. Rusk,
United Artists Corporation,
New York, N. Y.

Dear Miss Rusk,

Your Mr. Denison has placed before Mr. Linteman a letter to you from the Seattle, Wash. Exchange, wherein they request information as to whether or not they are to receive a print of "WAY DOWN EAST" to fill a booking to one of their theatres.

In view of the fact that it is Mr. Griffith intention to release "WAY DOWN EAST" on a second world tour, using a synchronized score, within the very near future, naturally no contracts are to be taken, bookings filled or prints shipped to exchanges until further notice.

In a recent survey of prints we found that some of the exchanges have prints of "WAY DOWN EAST" on hand and we would, therefore, appreciate it if you will kindly see that a letter is sent to these exchanges advising them of the above.

I would appreciate a confirmation of the above. Thanking you,

Very truly yours,

Asst. Treas.

D. W. Griffith, Inc.

CC/S

Miss Rusk reports this letter typed and H. Lichtman and J. M. Buckley

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 Broadway
New York, N.Y.

July 19, 1928.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Please be advised that we are this day in receipt of check in the sum of $10.59, sent us by United Artists Corp. in accordance with assignment of the G & H Distributing Corp. in connection with the picture, "His Darker Self".

After applying the above check on account of the indebtedness of the G & H Pictures Corp., the principal balance remaining due thereon is $3067.16.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

Electrical Research Products
INC.
SUBSIDIARY OF
Western Electric Company
INCORPORATED
195 BROADWAY
NEW YORK

GEORGE C. PRATT
GENERAL COUNSEL
EDWARD J. MORIARTY
GENERAL ATTORNEY

July 20, 1928.

DENNIS F. O'BRIEN, ESQ.,
152 West 42nd Street,
New York City.

Dear Captain O'Brien:

I have your letter of July 19th enclosing letter from Mr. Banzhaf, attorney for D. W. Griffith, Inc., and have noted what he says regarding the Phototone Corporation. I have no information regarding this company nor the John W. Rogers patents which they claim to own, but I am having our Patent Department see if they can run this down.

As to whether or not D. W. Griffith, Inc. is free to take a license from The Vitaphone Corporation, I call your attention to paragraph (c) on page 4 of the license agreement which permits you to make master records and sound records therefrom to accompany motion pictures distributed by you which are produced by other producers not licensed by us "or otherwise licensed to make master records or sound records" and also permitting you to provide recording facilities with equipment furnished by us "for said other producers". While this does not prohibit D. W. Griffith, Inc. from taking a license from the Phototone Corporation, if, however, they do so, you would not be permitted, under your contract with us, to make sound records to accompany their motion pictures or to furnish them recording facilities. This provision we considered entirely fair; otherwise, licensees under other systems would be able to take advantage of rights under our licenses on better terms than they would get if they took a license direct from us, and this would be discriminating against our own licensees in favor of licensees under other systems. I am sailing for Europe tonight; otherwise I would be pleased to come up and discuss this with you and Mr. Banzhaf.

Yours very truly,

Geo. C. Pratt

GCP-MR

General Counsel.

Saturday, July 21, 1928

NUISANCE

On our way we see: Many property owners burning up the weeds on their vacant lots. We have chased many a smoke cloud thinking we would see a fire. Hereafter if you intend to have a rubbish fire you might notify us and save us that much gas. We have been hopping around the last week trying to get a glimpse of the many notables who are in town. Some we have seen and others have been hiding out and if they think we are going to chase them up they are mistaken. That sounds dirty.

* * *

Gloria Grey, who has just finished a short western, "A Man's Game," starring Bob Curwood. We think Gloria is due for a good break in one of the larger studios; we hope so, anyway. We hear that Hal Roach leaves for New York Sunday and also the "talkies" go into production on the Roach lot after September 1. It will be nice to listen to Max Davidson imitating an Irishman. Max is the one we like to see as he reminds us of Santa Claus.

Jimmy Mac

We have a good look at D. W. Griffith's Hispano-Suiza car and when we hear that it cost him $30,000 we believe a lot of other things we have heard. The upper part of the body is built of wood and is highly polished. It is the flashiest car we have seen in many a day. If Mr. Griffith will give us a ride in it some day we will tell the world more about his car. Chuck Reisner, the director, standing and talking with a friend of his.

* * *

Ruth King, of the Hollywood Play House, sitting in a car and chatting with her secretary. We understand Miss King is owner of the Normandie Towers, a beautiful piece of property on Poinsettia Drive. A beautiful car parks near us and on it are the initials H-O-G.' We meet a girl who has been mentioned in this column before.' She is always happy and red headed and we wonder if you can guess who she is by the description we are giving you. We will autograph the picture in the column for everyone who guesses correctly. Please bring your own pen and ink.

* * *

Dorothy Dwan talking to Henry Duffy, the prominent theatrical producer. Dorothy is working hard on dancing and singing these days and we are wondering what is in the air. Louise Carver, she who smokes cigars in pictures, is doing a little marketing; she just finished working on "Wolves of the City" at Universal. We notice the new five and ten.

(Continued on Page Nine)

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

July 31, 1928.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York, N. Y.

Dear Sir:-

Receipt is acknowledged of your communication of the 30th instant with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $2,567.16.

Yours very truly,

Clarence L. Lewis

Clarence L. Lewis
Mgr. Adjustment Dept.

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7600

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN BOARD OF DIRECTORS
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

ADVERTISING-PUBLICITY
B U L L E T I N # 236

July 23, 1926

TO SALES MANAGERS, SALESMEN & BOOKERS:
(copy to District Sales Mgrs)

Excerpts from "DRUMS OF LOVE" Reviews

CHICAGO

Tribune: "Spanish Story is One of Griffith's Finest. 'Drums of Love', a piece of superior workmanship, unerring in its artistic detail, magnificent in its sweeping panoramic action and scenery, and distinguished throughout by the sure, sympathetic touch of the man who, more than any other, is responsible for the movies being taken up by our 'best people.' The outstanding figure of the production is Lionel Barrymore. He gives a great characterization. Mary Philbin is lovely as Emanuella. Her work is deft and full of feeling."

American: "Griffith Still ' Marster'; 'Drums of Love' Proves It. D.W. Griffith is still the master director. Certainly ranks high among his popular successes. Enthralls as only Griffith's productions can. She is unquestionably one of the screen's greatest dramatic actresses, and this part gives promise of her future in a new avenue. 'Drums of Love' is a good picture - its pulsing love scenes carry many a thrill. Some one should really endow Griffith so that he can go on and on re-creating periods for us on the screen."

Post: "Feeling that the picture we have seen has a distinction, a 'class,' which lifts it far above mediocrity. Certainly a production which stands out clearly away from the crowd even of 'specials' and 'supers.'"

Journal: "The story is terribly exciting. Lionel Barrymore carries away the honors. Mary Philbin is beautiful, gorgeously gowned."

News: "The picture, beautifully photographed, is on Mr. Griffith's grand plan. It's replete with action, bubbling with passion, spectacular to the extreme."

-oOo-

PATRONS ARE REQUESTED TO FAVOR THIS COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a fullrate Telegram or Cable gram unless its designated character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SD726 96 NL=HOLLYWOOD CALIF 23 JUL 24 AM 12 34

ED LINDEMAN,D W GRIFFITH INC=
ROOM 501 729 7 AVE NEWYORK NY=

JUST COMPLETED FINAL PLANS ON LOVE SONG ON EVE OF PRODUCTION STOP COST WILL BORDER ONE MILLION AND IN VIEW OF ALL THAT IS GOING IN PICTURE AND HOW WE ALL FEEL ABOUT IT THINK THAT VERY FEW CONTRACTS SHOULD BE TAKEN AND THOSE SHOULD BE AMONG FINEST UNITED ARTISTS HAVE EVER GOTTEN AM CERTAIN PICTURE WILL HAVE KEY CITIES TWO DOLLAR RUNS SETTING SALES QUOTA NOW IMPOSSIBLE BUT IT WILL BE ONE OF BIGGEST PICTURES TO COME OUT OF HOLLYWOOD THIS COMING SEASON MISTER GRIFFITH STRONGLY ADVISES REJECT ALL CONTRACTS WITH EXCEPTION OF VERY FINEST=

R KLUNE.

What mean

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Form 1228 A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

JULY 25, 1928

D W GRIFFITH
1041 NO. FORMOSA AVE.
HOLLYWOOD CALIF

HAVE TALKED TO MISTER LINDEMAN READ BLUNES LETTER REGARDING LOVE SONG WE ORIGINALLY STARTED TO SELL THIS PICTURE WITH ESTIMATED COST NOT EXCEEDING FOUR HUNDRED THOUSAND ONLY SOLD FEW CONTRACTS NONE OF THEM BAD ALL IMPORTANT TOWNS ARE PROTECTED WITH PERCENTAGES STOP HAVE INSTRUCTED EXCHANGES SINCE APPROPRIATION HAS BEEN INCREASED TO ABOUT SEVEN HUNDRED FIFTY THOUSAND TO HOLD THE PICTURE UP ON BASIS TO INSURE GROSS OF AROUND ONE MILLION SEVEN HUNDRED FIFTY THOUSAND ALL FUTURE SALES WILL BE MADE CAREFULLY UNLESS WE GET BIG PRICES AND OR GOOD PERCENTAGE TERMS WE WILL NOT SELL THE PICTURE UNTIL IT IS FINISHED REGARDS

AL LICHTMAN

Mr Lindeman

AL:FH
100 words NIGHT LETTER
CHGE: UNITED ARTISTS

Form 1228 A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Please send the following NIGHT LETTER to All the Exchanges listed on the attached sheet:

SUPPLEMENTING MY WIRE JULY TENTH LOVE SONG IS GOING TO BE ONE OF THE VERY BIGGEST PICTURES EVER PRODUCED WE ARE GOING TO SPEND ABOUT ONE MILLION ON THE PICTURE IT WILL BE GRIFFITHS GREATEST EFFORT I WANT NO CONTRACTS TAKEN UNLESS THEY REPRESENT A GUARANTEE THAT WILL INSURE US A GROSS OUT OF YOUR TERRITORY ON ONE MILLION SEVEN HUNDRED FIFTY THOUSAND BASIS WHICH CAN EASILY BE COMPUTED BY MULTIPLYING YOUR PER CENTAGE QUOTA AGAINST THIS FIGURE THE INDIVIDUAL PRICES FOR A TOWN SHOULD BE AS CLOSE AS YOU CAN POSSIBLY GET TO FAIRBANKS PRICES AND PRO TECTED WITH EQUITABLE PERCENTAGE TERMS IN ADDITION TO THE GUARANTEE

AL LICHTMAN

AL:FH
105 words
CHGE: UNITED ARTISTS

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
RICHARD J. MAGRAY
ARTHUR M. WALSH
EDWARD C. RAFFERTY
BENJAMIN PEPPER
LELAND T. ATHERTON
EDWARD J. CLARKE
CHARLES H. KENT

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

CABLE ADDRESS
"OBMADRIS, N.Y."

136

IN RE UNITED ARTISTS OF ILL.

July 30, 1928.

Albert H. T. Banzhaf, Esq.,
130 West 42d Street,
New York City.

Dear Mr. Banzhaf:

Enclosed herewith please find certificate of dissolution of the United Artists Corporation of Illinois in triplicate. Your signature, as Secretary thereof, is required on the last page of this instrument.

Will you please sign all the copies at the place indicated and return the same to us at your earliest convenience.

Yours very truly,

O'BRIEN, MALEVINSKY & DRISCOLL

By Benjamin Pepper

BP/BN
(Enc)

D. W. GRIFFITH, INCORPORATED

STATEMENT OF INCOME AND PROFIT AND LOSS FOR SEVEN MONTHS ENDING JULY 30th, 1929.

INCOME		
Production Income	$ 28,075.67	
Art Cinema Corporation	127,000.00	
Miscellaneous Sources	583.95	$155,659.62
GENERAL EXPENSES:		
D.W.Griffith Salary Expense	$ 116,000.00	
General Salaries	12,675.00	
General Expenses	6,630.53	
Advertising Expense	2,642.55	
Legal Expense	775.00	
Taxes	1,400.00	
Miscellaneous Distribution Expense and Prints	2,636.51	
Insurance Premiums	7,366.00	
		152,127.59
		$ 3,529.03
ADD: NON-OPERATING INCOME:		
Interest Received on Mortgages	9,419.23	
Increase In Cash Value of Life Insurance	3,700.00	
Profit on Sale of 500 Shares of United Artists Common Stock	22,500.00	
"Romance" Loss Refunded by United Artists Corporation (Surplus Adj.)	12,461.47	
		48,080.70
		$ 51,609.73
DEDUCT: - NON-OPERATING EXPENSES:		
Interest Paid	850.46	850.46
NET PROFIT FOR PERIOD		$ 50,759.27

Form 16-1014 1-38

INTER OFFICE RUSHGRAM

To Mr Lindemann

From Mr Lichtman

Date July 31, 1938.

There will be a preview of THE BATTLE OF THE SEXES on Thursday, August 3rd, at 9:15 P.M., at Loew's Theatre in New Rochelle, N. Y.

A.L.

S. M. H. CORPORATION

"Eagle Hammocks"

REAL ESTATE

New Rochelle, New York
1501 Broadway, New York-Tel. Penn. 1501
1 North Chatsworth Avenue, Larchmont-Tel. 150

1501 Broadway,
N.Y.C.,

LARCHMONT, NEW YORK
July 31st,1928.

Mr. A.H.P. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I am enclosing herewith check of S.M.H. Corporation to the order of D.W. Griffith, Inc., for $1,675.00 being interest on mortgage for $67,000. dated February 1st,1926 at the rate of five percent (5%) per annum from February 1st to August 1st,1928; due August 1st.

Will you kindly acknowledge receipt by return mail and oblige,

Yours very truly,

Chas. F. Cathin

Assistant Treasurer..

CFC:MML

DRAFT

THIS AGREEMENT made this day of July, 1928 by and between PHOTOTONE CORPORATION, a Corporation organized and existing under the laws of the State of Ohio, having its principal place of business at Toledo, Ohio, party of the first part, hereinafter referred to for the sake of convenience, as the "Lessor", and D.W.Griffith, Incorporated, a corporation duly organized and existing under the laws of the State of Maryland, having an office at #130 West 42nd Street, City and State of New York, party of the second part, hereinafter for the sake of convenience referred to as the "Lessee".

WHEREAS, the Lessor hereby warrants and represents that it is the sole and exclusive owner of all patent, exploitation and distribution rights ~~of~~ in the reproducing device known as "Phototone" and has the full and exclusive right to license the Lessee to use the said device pursuant to the terms of this agreement hereinafter set forth; and

WHEREAS, the Lessee is desirous of acquiring the right to use the aforesaid reproducing device as more particularly set forth in this agreement,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. ~~FIRST~~: ~~The Lessor agrees~~ The Lessor agrees: forthwith and immediately after the execution and delivery of this agreement ~~to~~ proceed without delay with the proper recording of the musical accompaniment and necessary effects for use in connection with the sound reproducing device known as the Phototone must be used to accompany the exhibition of the motion picture produced by David W.Griffith, and entitled "WAY DOWN EAST", ~~and~~ the said musical score to have the arrangement as made by one William Frederick Peters.

2. ~~SECOND~~: ~~The Lessor further agrees~~ That the said accompaniment will be completed and submitted to such persons as the Lessee may designate on or before the day of August, 1928, it being

2

expressly understood that the said accompaniment shall in all respects be satisfactory to such persons, ~~before the acceptance thereof by the lessee.~~

3A ~~FOURTH:~~ Provided the Lessee shall accept the aforesaid accompaniment ~~in accordance with the provisions of the preceding article~~ and after delivery of the first ~~reproducing unit~~ film in accordance with t is agreement, the Lessee agrees to pay the actual cost to the Lessor for the making of such recording, which cost to the Lessee in any event, however, shall not exceed the total sum of $10,000. and which amount the Lessee agrees to pay as in this agreement hereinafter stated.

4 ~~FOURTH~~ THIRD ~~FIFTH:~~ ~~The Lessor further agrees~~ To completely equip and deliver three Phototone reproducing units for the sole and exclusive use of the Lessee on or before the 20th day of August, 1928, such delivery to be made to the Lessee at its office or warehouse in the City of New York.

5 ~~SIXTH:~~ ~~The Lessor further agrees~~ At all times to render prompt service to the Lessee and furnish such equipment and accessories as may from time to time become necessary for replacements and/or repairs to the said Phototone reproducing units while the same are in the possession ~~and~~ or control of the Lessee, said service, cost of parts, equipment and accessories to be furnished at the cost and expense of the Lessor.

6 ~~SIXTH~~ ~~SEVENTH:~~ ~~The Lessor further agrees~~ That it will be ready and able to make delivery of seven additional fully completed and properly equipped Phototone reproducing units for the use of the Lessee hereunder within months after the date of delivery of the first of the aforesaid Phototone reproducing units deliverable under this agreement, said additional units to be available to the Lessee at the rate of at least two units per month, the Lessor further agreeing that upon the request and order of the Lessee it will furnish additional Phototone reproducing units up to and inlcuding a total of fifty such units.

3

X (THIRD) 3X

~~THIRD: The Lessor agrees~~ to submit to the Lessee a full, true and accurate statement of all moneys actually expended by it to produce the recording of the aforesaid accompaniment, which statement shall be ~~submitted~~ rendered to the Lessee within days after the completion of said recording.

FIRST [redacted] The Lessor hereby ~~licenses~~ grants the Lessee, a non-exclusive license to use the musical score ~~now owned by it and~~ as arranged by the aforesaid Peters, in connection with recording thereof for the purposes of this contract, and also licenses the Lessee to use any complete melody or theme for purposes other than in connection with the aforesaid motion picture WAY DOWN EAST, subject however, to the approval of the Lessee. The Lessor, however, agrees that it will not use or license others to use the complete musical score or substantial parts thereof as used in connection with the exhibition of WAY DOWN EAST for use with any other motion picture production, play or dramatic performance other than with the said David W. Griffith production WAY DOWN EAST. Nothing herein contained shall be construed as relieving the Lessee from making or causing a sound record to be made of the aforesaid accompaniment on any other recording device, or ~~otherwise~~ by the manner.

7 ~~SEVENTH~~: ~~The Lessor~~ Hereby grants to the Lessee the right to use the Phototone units to be delivered and delivered to the Lessee hereunder ~~as~~ and in such manner and places as in the sole discretion of the Lessee may deem necessary and proper, subject to the payment of the license fee hereinafter mentioned. ~~and the Lessee hereby agrees~~ The Lessee agrees (a) (b) Subject to the acceptance of the aforesaid recorded accompaniment, that it will pay to the Lessor the sm of $100. per week as and for the full rental or royalty ~~price or and~~ for each Phototone reproducing unit delivered to it as herein above set forth ~~referred to~~, which payments, however, shall be based upon the actual use of each of said units by the Lessee; provided, however, that in the event the Lessee shall not actually use any or all of the units delivered to it, pursuant to this agreement, the Lessee shall not be be liable for the payment of any rent as hereinbefore provided, it being the intention of the parties that the Lessee shall pay the aforesaid rent or royalty at the rate of ~~bill of~~ $100. per week per unit for only such number of days ~~time~~ as each of said units shall be actually used ~~in actual use~~ by the Lessee in connection with the exhibition of said motion picture Way Down East. ~~computed upon the aforesaid rate of $100. a week per unit~~

4

(5) [illegible] (4),

~~THIRD~~ ~~The lessee further agrees~~ to pay for the cost of recording as hereinabove set forth at the rate of $100. per week for each unit delivered to the Lessee hereunder, said cost of recording, however, to be paid in full by the Lessee within 6 months from the date of delivery of the first unit as above mentioned.

SECOND ~~FOURTH~~: The Lessor hereby ~~warrants and agrees to~~ [illegible] save the Lessee harmless of, by and from any claims or demands, actions or royalties [illegible] and ~~further agrees to~~ immediately defend for and on behalf of the Lessee any action or claim that may be brought against it by reason of the infringement or alleged infringement of any patents or rights [illegible] ~~other than those owned by the lessor~~, it being further understood and agreed between the parties that in the event the Lessee shall be threatened ~~with~~ or ~~charged~~ be served with legal process in connection with any infringement of patents it may at its option discontinue further use of ~~any and all of~~ the units theretofore delivered by the Lessor, and pending the determination of any such legal action or claim may withhold any moneys then due or accruing to the Lessor with the right to make deduction of any such moneys against any damages which the Lessee may be compelled to pay by reason of the use of such infringing devices and the further right to demand of and from the Lessor immediate reimbursement for any and all damages so paid by the Lessee in connection therewith and also any and all cost of the Lessee expended or accrued by reason of the defense of any such action or demand.

THIRD: It is distinctly understood & agreed that the Lessee may at any time discontinue the use of said Phototon units or any of them without prior notice to the Lessor and without further liability to the Lessee herein.

FOURTH: In the event the Lessee shall not be able to use the said Phototone device ~~for any reason whatever~~, the Lessor agrees to repay to the Lessee upon its demand any moneys theretofore paid by the Lessee for the cost of recording as mentioned in Article (a).

In Witness Whereof

[illegible] and warranties thereunto,

Julius Blumberg, Printers, Law Blank Publishers, and Mfg. Stationers
80 Lafayette Street, New York.

Know all Men by these Presents,

THAT the undersigned D.W.GRIFFITH, INCORPORATED, a Maryland Corporation

for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto DAVID W. GRIFFITH, his heirs, executors, administrators and assigns

Five hundred shares (500) of the common stock of the United Artists Corporation,

standing in its name, on the books of the UNITED ARTISTS CORPORATION

and do hereby constitute and appoint

its true and lawful Attorney irrevocable for and in its name and stead to his use, to sell, assign, transfer and set over all or any part of said Stock, and for that purpose to make and execute all necessary acts of Assignment and Transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that its said *Attorney* or substitute or substitutes shall lawfully do by virtue hereof.

In Witness Whereof, Said D.W.Griffith Inc. has caused these presents to be signed by its duly authorized officers this day of July, 1928.

Sealed and delivered in the presence of

D.W.GRIFFITH, INCORPORATED

By

President

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

August 1, 1926.

Mr. Albert H. T. Hanzhaf,
130 West 42nd Street,
New York, N. Y.

Dear Sir:-

Receipt is acknowledged of your communication of the 28th ultimo with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of C & H Pictures Corp., the principal balance remaining due is $2,067.16.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

ALBERT H. T. BAUSHAF
ROBERT S. RICHTER

BAUSHAF & RICHTER
COUNSELLORS AT LAW
RUSH TRUMBULL BUILDING
120 WEST 42ND STREET
NEW YORK

TELEPHONE
WISCONSIN 7-8800
CABLE ADDRESS
"BAUSHAF"

August 1st, 1928

Received from office of Baushaf and Richter story

"The Love Song."

Donald. Lashly

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
HARRY MORGAN
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

August 1,1928

D. W. Griffith,Inc.
Room 501,
729-7th Ave
New York City. Att Miss Conway.

Dear Miss Conway:

Replying to your letter of July 18th regarding the DRUMS OF LOVE translation charges which appear on the recent settlement statements sent to your office. If the following details will serve your purpose, you are welcome to them:

DUTCH translations are used for prints sent to JAVA only
PORTUGESE " " " " " " RIO "
SPANISH " with straight Spanish cards are used for prints sent to BUENOS AIRES and CHILE only
SPANISH " " Spanish-English cards are used for prints sent to the following countries:

CRISTOBAL, MEXICO
CUBA , PERU
MANILA, PORTO RICO

For DRUMS OF LOVE production I believe there were 133 titles which are translated at 8¢ apiece, and for the trailers there were 14 titles translated at the same cost.

If this information does not meet your requirements, please ask the Accounting Department to supply you with copies of the respective bills from Consolidated.

Very truly yours,

UNITED ARTISTS CORPORATION

Max Rusk
Assistant Treasurer

MWR: FG

Aug. 8, 1928.

Mr. R. A. Blume,
D. W. Griffith Inc.,
United Artists Corp.,
Los Angeles, Calif.

Dear Raymond,

This letter will give you a resume of the "DRUM OF LOVE" foreign business as of this date. If you will refer back to my letter of June 21st you will have the comparison of the various situations before you.

ENGLAND. As of 7/14/28, 570 contracts for £ 24,983. General release Jan. 14, 1929 for the British Isles. Prerelease at Royal Theatre, London, about the beginning of November. This being an indefinite run house we cannot give the exact date at present.

GERMANY. Situation same as reported June 21, 1928.

AUSTRALIA. As of 6/2/28, 247 contracts for £ 2,844.

FAR EAST. Same as reported 6/21/28 excepting that Japan has banned the picture as per my recent letter to you.

ARGENTINE. As of 6/2/28. 59 contracts for 67,300 pesos.

CHILI. Same as reported 6/21/28.

BRAZIL. As of 6/2/28. No contracts taken. Expect to release about 8/20 or 8/27.

PERU, BOLIVIA, ECUDOR. No reports on this as yet.

MEXICO. As of 6/2/28. 15 contracts for 15,405 pesos. Picture not yet released. Quota of 18,000 pesos and indications are that business will exceed quota.

ESTIMATED VALUE OF UNPLAYED BUSINESS.

		Rate as of 8/2/28	Dollars
England.	24983 £	$ 4.85	$ 121,367.55
Germany	67473 M	.23 7/8	16,105.80
AUSTRALIA	2844 £	4.85	13,793.40
Argentine	67300 P	.42¾	28,434.25
Mexico	15405 P	.47 1/5	7,270.16
		Total as of 8/2/28	186,971.16
Unplayed U. S. Can. etc. as of 7/21/28			322,566.25
			$ 509,537.41
Played & Earned, U. S., Can. etc. as of 7/21/28			186,542.41
		GROSS BUSINESS	$ 696,079.82

Aug. 8, 1950

Mr. Ho Ho Lung
PR

With kindest personal regards, I remain

Sincerely yours,

Bill/10

HOME OFFICE
729 SEVENTH AVE.
NEW YORK
TELEPHONE BRYANT 7600

United Artists Corporation

JOSEPH M. SCHENCK
CHAIRMAN BOARD OF DIRECTORS
MARY PICKFORD
NORMA TALMADGE
GLORIA SWANSON
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

Mr. Lindemann

NOTICE

"The Battle of the Sexes" will be previewed this Thursday night, August 2nd, at 9:15 P.M., at Loew's New Rochelle Theatre.

Kindly be present as we wish to get everybody's reaction to the picture before a typical audience.

Seats have been set aside for this organization and the writer will be at the door to pass you in.

Victor M. Shapiro
Advertising & Publicity
Director

SIMPLEX PRINTER

LATEST DEVELOPMENT IN TELEGRAPHY

PRINTED BY SIMPLEX

Form 1440

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the letter number or service word this is a telegram. Otherwise the symbol indicated by the symbol appearing after the check.

The time in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1540 HOLLYWOOD BLVD. HOLLYWOOD, CAL. GLADSTONE 4181

SA87 103 DL=XD NEWYORK NY 3 1052A 1931 AUG 3 AM 9 07

D W GRIFFITH=

U A STUDIOS 1041 NORTH FORMOSA AVE=

DEAR DW WE PREVIEWED BATTLE SEXES LAST NIGHT I LIKE PICTURE VERY MUCH THINK IT WILL PLEASE ALL CLASSES OF PEOPLE SHOULD PROVE BOX OFFICER WINNER PICTURE SPLENDIDLY DONE PERFORMANCE OF PRINCIPALS EXCELLENT STOP PEOPLE ENJOYED IT IMMENSELY BUT IT WAS UNANIMOUS OPINION OF ALL WITH WHOM I SPOKE THAT PICTURE COULD BE IMPROVED BY TRIMMING PARTICULARLY IN EARLY PART AND FEW SPOTS NEAR END AND THE VERY END SHOULD BE SNAPPED UP AS IT IS NOW ANTICLIMATIC AFTER CLINCH OF BENNETT AND HERSHOLT STOP ALTOGETHER EVERYBODY HIGHLY PLEASED AND BELIEVE SHOULD MAKE GOOD PROFIT ON THIS PRODUCTION FOR ALL CONCERNED BEST REGARDS=

AL LICHTMAN.

116

August 3rd 1928.

Mr. Charles F. Catlin,
Assistant Treasurer,
S.H.H. Corporation,
1501 Broadway,
New York City.

Dear Mr. Catlin:

I herewith acknowledged receipt of check to the order of D.W.Griffith, Inc. for $1,675. being interest on mortgage for $67,000. dated February 1st 1926 at the rate of five percent per annum from February 1st to August 1st 1928.

Thanking you kindly, I remain

Very truly yours,

CDM

August 3,1928

Mr. Al Lichtman
United Artists Corp.,
729 7th Avenue
New York City, N. Y.

Dear Mr. Lichtman:

I have had some new ideas about the exploitation of "THE BATTLE OF THE SEXES", which I think are rather valuable.

It was seen recently here by some highbrows, among them a couple of Russians of the Intelligentsia class. They disputed the idea that it was just a "little" picture, saying that in its sheer simplicity it is as it was in a looking glass - a reflection of life, and particularly in the character played by Mr. Hersholt - a copy of humanity.

They compared it to the short stories of Anton Chekhov, one of the greatest of the Russian short story writers and very much appreciated by the wide world. His writings, so praised by the Intelligentsia, always preserved the very simple, almost childlike form, keeping resolutely away from flowery language and exaggerated situations.

It struck me that something out of this idea might be gotten to the critics, particularly the highbrows, in some casual, offhand manner, because we certainly cannot advertise it as a great production or as one of Griffith's greatest. The propaganda after this effect might make them see this picture in an entirely different light than just a little program picture.

I have sent a copy of this letter to Mr. Shapiro.

With very kindest regards, I am

As ever yours,

DWG:F

Form 1.014

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlrs
Night Message	Nlrs
Night Letter	N L

If none of these three symbols appears after the text, the message is a telegram. Otherwise the character to be transmitted is indicated by the symbol following after the text.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlrs
Night Message	Nlrs
Night Letter	N L

If none of these three symbols appears after the text, the message is a telegram. Otherwise the character to be transmitted is indicated by the symbol following after the text.

RECEIVED AT

30A G 57 DL

AS NEWYORK NY 1140A AUG 4 1928

EDWARD LINDEMAN

OCEAN VIEW HOTEL BLOCKISLND RI

MR BERGER OF UNITED ARTISTS WANTS TO CONSULT YOU REGARDING FAMOUS CANADIAN DEAL AND AS HE IS LEAVING TOWN MONDAY IT IS URGENT YOU SEE HIM MONDAY MORNING NEAR TO NINE THIRTY AS POSSIBLE STOP ALSO SOME SMALL CANADIAN CONTRACTS I DIDNT WANT TO TAKE MUST BE OKAYED BY TEN OCLOCK MONDAY STOP NOTHING ELSE IMPORTANT REGARDS

C M CONWAY

1250PM

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

August 6, 1926.

Re: G. & H. Pictures

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:-

Receipt is acknowledged of your check for $500., to be applied on account of the indebtedness of the subject company. After the application thereof, the principal balance due will be $1,567.16.

As we orally advised you this day, this last payment should have been in the sum of $1000. We ask that you be good enough to forward to us your check to cover the difference.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

24

The Sun

PUBLISHED DAILY EXCEPT SUNDAY BY THE SUN PRINTING AND PUBLISHING ASSOCIATION, 280 BROADWAY, NEW YORK, N. Y. TELEPHONE, WORTH 1000.

William T. Dwyer,
President and Treasurer.

Subscriptions by Mail, Postpaid.

	Year.	6 Months.	1 Month.
THE SUN	$10.00	$5.00	$0.85
Foreign	18.00	9.00	1.50

All checks, money orders, &c., to be made payable to The Sun.
Entered as second-class mail matter.

WASHINGTON ..... Munsey Building
CHICAGO ..... 304 South La Salle Street
BOSTON ..... 101 Boylston Building
SAN FRANCISCO ..... Crocker First Nat. Bank Bldg.
LOS ANGELES ..... 117 West Ninth St., Garland Bldg.
LONDON ..... 17-18 Fleet St., E. C. 4
PARIS ..... 14 Boulevard des Capucines, entrée Place de l'Opéra
ROME ..... 11 Piazza Mignanelli, Roma 6, Piazza di Spagna
BERLIN ..... 14 Unter den Linden
PEKING ..... 4 Hsi La Hutung

THE SUN was founded September 3, 1833, and was published as a morning newspaper until October 1, 1916, when it was changed to the evening field. THE GLOBE, founded in 1799 as THE COMMERCIAL ADVERTISER, was merged with THE SUN June 4, 1923.

WEDNESDAY, AUGUST 8, 1928.

Taxing No-Par Stock.

Issues of stocks which have no par value require the Legislature to fix some base for their taxation. For the privilege of doing business in New York State the tax law established a license fee on foreign corporations of one-eighth of one per cent. of the capital employed in business during the year. The State Tax Commission found that this yielded revenue below expectation and in 1921 the law was amended so as to impose a flat license fee of 4 cents a share on each share of no-par-value stock. About this time DAVID WARK GRIFFITH, the moving picture director, incorporated himself under the laws of Maryland. The authorized capital was 500,000 shares of no stated value. On the basis of the capital employed the tax at the rate of one-eighth of one per cent. would amount to $4,000 a year. At the new flat rate the tax was $20,000.

Director GRIFFITH brought suit against the State Tax Commission on the ground that the amendment was unconstitutional. The value of his no-par stock, he said, was less than $8 a share. The Appellate Division of the Supreme Court at Albany sustained the complaint, holding that this arbitrary rate is unequal taxation upon foreign corporations doing business in the State. The tax on the Griffith company is larger than the tax imposed on other foreign corporations which have like privileges and the same number of no-par shares but have a much larger capital employed in the State.

Some time ago the same Appellate Division held that an act of the Legislature arbitrarily fixing $100 a share as the value of no-par stock of a foreign corporation was unconstitutional. In that case the value of the stock which was the tax base was the cause of the unequal taxation, while in the Griffith case it is the rate which is regarded as the element of inequality. Stock corporations organized under the laws of New York are required to pay an organization tax of five cents on each share of no-par-value stock. Taking notice of that circumstance the Appellate Division said: "From what we have said it does not follow that the act fixing this five-cent rate is unconstitutional, since it applies to domestic corporations only."

NEW YORK CITY OFFICE
488 BROADWAY
NEW YORK
TEL. BARCLAY 7980

LAW OFFICES OF
WESLEY M. MESSERSMITH
6 N. CHATSWORTH AVENUE
LARCHMONT, N. Y.
TELEPHONE LARCHMONT 88

August 9, 1928

Oct 1, 1926
Liber 2147, p 61
Oct 8, 1926

Mr. A. H. T. Hanshaf
120 West 42nd Street
New York City

Dear Sir:

S. M. H. CORPORATION - HARBACH CLOSING

In accordance with my telephone conversation with you this morning, I enclose herewith blueprint of the property to be conveyed to Otto H. Harbach under a contract of sale with the S. M. H. Corporation.

I also enclose copy of the survey description which is included in the contract and in the Deed.

In accordance with the mortgage held by your client, D. W. Griffith, Inc., will you kindly have prepared and forwarded to me at my New York office, to arrive not later than 10:30 a.m. August 15th, a release releasing the premises to be conveyed from the lien of the mortgage? Will you be kind enough to telephone me about how much the check is to be for, for the release, plus interest and cost, and I will be responsible for seeing that release is not delivered until proper checks are received by me for your account.

It is understood that just as soon as the final plotting map of the S. M. H. Corporation has been put in final condition and has been passed by the Planning Commission and filed in the Register's office of Westchester County, that I will furnish to you a copy of said map, which will indicate thereon that portion of the premises which this or any other release may cover. If there is any additional information which you might desire I will be very glad to give you the same.

You might be interested to know that my former partner, Mr. Paul R. Towne, died June 22nd, and that by reason thereof we are disolving the firm of Harris and Towne, and I am "going it alone" giving special attention to Westchester County matters, and at which Westchester office I expect to spend the majority of my time, but can always be reached through my New York office at the old address and telephone.

Very truly yours,

Wesley M. Messersmith

M.W.

PATRONS ARE REQUESTED TO FAVOR THIS COMPANY BY CRITICISM AND INFORMATION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1946 AUG 11 PM 11 14

SD15 33 NM=HOLLYWOOD CALIF 11

ED LINDEMAN,D W GRIFFITH INC=
ROOM 501 729 7 AVE NEWYORK NY=

ARE YOU WATCHING CAREFULLY TO SEE THAT DRUMS IS SOLD IN EACH SITUATION BEFORE YOU ACCEPT CONTRACTS ON BATTLE OF SEXES OR LOVE SONG I WANT YOU TO WATCH THIS VERY CAREFULLY REGARDS=

D W GRIFFITH.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

HOME OFFICE
729 SEVENTH AVE
NEW YORK
TELEPHONE BRYANT 7400

United Artists Corporation

JOSEPH M. SCHENCK
CHARLES CHAPLIN
DOUGLAS FAIRBANKS
DAVID WARK GRIFFITH
SAMUEL GOLDWYN

August 11th, 1928

D. W. Griffith, Inc.
729 Seventh Avenue
New York City

Gentlemen:

We received a check from our South American Office in the amount of 1,897.00 Argentine Paper Pesos covering your share of collections on your Productions for the period ending June 30th, 1928 - as follows:-

Love Flower	-	30.00 Arg.P.Pesos
Down East	-	72.00 " " "
Life	-	45.00 " " "
		147.00 Arg.P.Pesos

However, our South American Office included producer's share of collections on DRUMS OF LOVE in this check. We have returned it, with the request that they issue new check in the correct amount and will forward it to you immediately upon its receipt by us.

Very truly yours,
UNITED ARTISTS CORPORATION

Asst. Secy. & Comptroller
F. A. BEACH

AS

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

Aug. 11th, 1926.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York, N. Y.

Dear Sir:

Receipt is acknowledged of your communication of the 10th instant, with its enclosure of check to our order for $500., for which please accept our thanks.

After applying the above check on account of the indebtedness of G & H Pictures Corp., the principal balance remaining due is $1,067.16.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman
Adjustment Dept.

S.S.

Form B.
Mortgage of Part of Mortgaged Premises
Individual or Corporation

John Hamilton, Law Blank Publisher,
52 Duane Street, New York.

176

This Indenture, *made the* fifteenth *day of* August *, nineteen hundred and* twenty - eight

Between D. W. GRIFFITH, INCORPORATED, a Maryland Corporation having its office at 1476 Broadway, City and State of New York

, party of the first part,

and S. M. H. CORPORATION, a New York Corporation, having its principal office in the Village of Mamaroneck, Westchester County, New York

, party of the second part,

Whereas, said S. M. H. CORPORATION,

by indenture of mortgage, bearing date the 1st *day of* February *nineteen hundred and* twenty-six *, recorded in the office of the* Register *of the County of* Westchester *, in liber* 2459 *of mortgages, of Section* *, page* 61 *, on the* 4th *day of* February *, nineteen hundred and* twenty-six *, for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto* D. W. GRIFFITH, INCORPORATED, said party of the first part;

And Whereas, *the party of the first part, at the request of the party of the second part, has agreed to give up and surrender the lands hereinafter described unto the party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage,*

Now this Indenture Witnesseth, *that the party of the first part, in pursuance of said agreement, and in consideration of* Ten and 00/100 *Dollars, lawful money of the United States, paid by the party of the second part, does grant, release and quitclaim unto the party of the second part, all that part of said mortgaged lands described as follows:*

PARCEL A.

All that certain plot, piece or parcel of land situate lying and being in the Village of Mamaroneck, County of Westchester, State of New York more fully described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Orienta Avenue with the northerly side of Delaney Cove Road East; thence running along the northerly side of Delaney Cove Road East S61 degrees, 27 Minutes, 10 seconds W Two hundred sixty-seven and seventy-eight one hundredths (267.78) feet to a point of curve; thence continuing along said northerly side of Delaney Cove Road East on a curve to the left with a radius of One hundred five (105.0) feet a length of forty-six and fourteen one hundredths (46.14) feet; thence S 61 degrees, 27 minutes, 10 seconds West Sixty-nine and forty-nine one hundredths (69.49) feet to a corner; thence S 61 degrees, 21 minutes, 10 seconds W One hundred sixty-six and four one hundredths (166.04) feet to land now or formerly of Harbach; thence along said land of Harbach S 61 degrees, 27 minutes, 10 seconds E Five hundred fifteen and fifty-one hundredths (515.50) feet to the westerly side of Orienta Avenue; thence southerly along the westerly side of Orienta Avenue on a curve to the left with a radius of Two thousand three hundred thirty-six (2336.0) feet a length of Eighty-nine and ninety-nine one hundredths (89.99) feet to the point or place of beginning.

PARCEL B.

All that certain plot, piece or parcel of land situate, lying and being in the Village of Mamaroneck, County of Westchester, State of New York more fully described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Orienta Avenue with the northerly side of Delaney Cove Road East; thence running along the northerly side of Delaney Cove Road East S 61 degrees, 27 minutes, 10 seconds, W Two Hundred Sixty-seven and seventy-eight one hundredths (267.78) feet to a point of curve; thence continuing along the northerly side of Delaney Cove Road East on a curve to the left with a radius of One Hundred Five (105.0) feet a length of Forty-six and fourteen one hundredths (46.14) feet; thence S 53 degrees, 43 Minutes, 20 Seconds E twenty-five (25.0) feet to the center line of said Delaney Cove Road East; thence easterly along the center line of said road on a curve to the right with a radius of Eighty (80.0) feet a length of Thirty-five and fifteen one hundredths (35.15) feet to a point of tangent; thence continuing along the center line of said Road N 61 degrees, 27 minutes, 10 seconds E Two hundred Sixty-eight and ten one hundredths (268.10) feet to the westerly side of Orienta Avenue; thence northerly along the westerly side of Orienta Avenue on a curve to the right with a radius of Two Thousand, three hundred thirty-six (2336.0) feet a length of Twenty-five (25.0) feet to the point or place of beginning.

SUBJECT however, to the right of the Seller, its successors and assigns and the Town of Mamaroneck to the use of said Parcel B as and for a street, road or avenue, it being expressly understood and agreed between the parties that the Deed shall contain a provision that in the event that Delaney Cove Road East shall be turned over to the Village of Mamaroneck, the grantee hereunder will deed this parcel to said Village for the consideration of One Dollar ($1.00).

SUBJECT to the rights and easements heretofore or hereafter to be granted to the New York Telephone Company and Westchester Lighting Company and the Village of Mamaroneck for the purpose of laying, constructing, maintaining under, upon or over Parcel B described herein, water and gas mains, conduits and cables for electric light and telephone service, and the right of the Grantor, its successors or assigns to construct and maintain sewers through said Parcel.

Together *with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the party of the first part, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from said mortgage, and that the rest of the land in said mortgage specified may remain to the party of the first part as heretofore,*

To Have and to Hold *the lands and premises hereby released and conveyed to the party of the second part,* **its successors** *and assigns,* *to* **its** *and their own proper use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.*

In Witness Whereof, *the party of the first part* **has caused these presents to be signed by its duly authorised officer and its corporate seal to be hereunto affixed by order of its Board of Directors the day and year first above written.**

In presence of

Secretary

D. W. GRIFFITH, INCORPORATED

By_____

Vice President.

State of
County of } ss.:

On the day of , nineteen hundred and before me came , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides in

that he knows

to be the individual described in, and who executed the foregoing instrument; that he, said subscribing witness, was present, and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

State of } ss.:
County of }

On the day of , nineteen hundred and twenty , before me came

to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

State of NEW YORK } ss.:
County of NEW YORK }

On the 15 day of August , nineteen hundred and twenty - eight before me came A. GRIFFITH GREY to me known, who, being by me duly sworn, did depose and say that he resides in

that he is the Vice President of D. H. GRIFFITH, INCORPORATED

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Sydney J. Bach
Notary Public

Reserve this space for use of Recording Office

Release,

PART OF MORTGAGED PREMISES.

Dated, 192

The land affected by the within instrument lies in Section in Block on the Land Map of

Record and return to

and the said mains, pipes and other fixtures and apparatus of the party of the second part had been placed and in use thereunder prior to the execution of the said mortgage.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have caused these presents to be signed by their respective officers and their corporate seals to be hereto affixed the day and year first above written.

D. W. GRIFFITH, INC.,
By,

Albert R. Grey

R. Moffitt Grey Vice President.

Attest:-

Wm. T. Barry Jr.
Secretary.

WESTCHESTER LIGHTING COMPANY
By,

Albert R. Grey
First Vice-president.

Attest:-

Secretary.

and the said mains, pipes and other fixtures and apparatus of the party of the second part had been placed and in use thereunder prior to the execution of the said mortgage.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have caused these presents to be signed by their respective officers and their corporate seals to be hereto affixed the day and year first above written.

D. F. GRIFFITH, INC.,
By,
Albert L. Gray
A. Griffith Gray Vice Pres.
President.

Attest:-

Albert L. Gray
Secretary.

WESTCHESTER LIGHTING COMPANY
By,
Albert L. Gray
A. Griffith Gray
First Vice-president.

Attest:-

Secretary.

August 10th, 1926.

United Artists Corporation,
729 Seventh Avenue,
New York City.

Attention: Mr. Beach, Auditor

Dear Mr. Beach:

I enclose herewith D. W. Griffith Incorporated check for $10,000. under date of August 10th, 1926 to the order of United Artists Corporation in payment of Griffith's note dated April 19th, 1926 for $10,000, due August 10th, 1926, which note you have delivered to me for cancellation.

Will you kindly issue preferred stock to D. W. Griffith Incorporated for which said note was given.

Very truly yours,

Secretary.

AHTB:SF
Encl.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form [illegible]

INTER OFFICE RUSHGRAM

To Mr. Lindeman

From Emil Jones

Date August 17th.

THERE WILL BE A [illegible]ING OF "REVIEWS" IN THE PROJECTION ROOM ON THE 14th FLOOR OF THIS BUILDING AT 8 O'CLOCK THIS (FRIDAY) AFTERNOON.

E.O.J.

INDIVIDUAL FILMS, INC.

ROAD SHOW DEPARTMENT

Sixth Floor
PARAMOUNT BUILDING
TIMES SQUARE, NEW YORK
CHICKERING 7030

A. GRIFFITH GREY
GENERAL MANAGER

August 17, 1928.

Mr. D. W. Griffith,
United Artists Studio,
1041 North Formosa Avenue,
Hollywood, California.

Dear D. W.:

I received your letter of August 6th and noted contents with a great deal of interest.

The producers who are interested in this project are the Shuberts, William Brady, Al Woods and, I believe, Arthur Hammerstein and Sam Harris. I called on Mr. J. J. Shubert this afternoon and had quite a lengthy talk with him and he told me that they are very much interested and very sincere about the project. They are trying to be careful, however, and are gathering together as much data as possible. Mr. Shubert said he waiting for his brother Lee who is abroad and will be back the first part of September. He also said that he was very interested in you and requested that I write you to see if you would be interested in taking charge of their production. I told him that I thought that you would be East in probably ten or twelve weeks and that I felt sure that you would be very much interested, so it looks as though something well worth while might result from this. They are at present, as you probably know, experimenting with the Vocofilm, which is an apparatus that could be road-showed. They can set it up or strike it in about two hours and a half. I think it would be advisable for you to drop me a line giving me some of your ideas, a letter that I could show them.

I looked at BATTLE OF THE SEXES yesterday with Mr. Pasternack and had Mr. Peters there. Incidentally, both Mr. Peters and Mr. Pasternack thought it was a very excellent picture and lends itself splendidly for music. I believe Mr. Pasternack understands his business pretty well and seems to have an open mind for suggestions. He was to look at it again this morning. I thought I would give him two or three days time so he can assimilate his various themes and them I will listen to them with Mr. Peters, and at that time offer suggestions that we think beneficial. I talked to Mr. Porter, who is the technical artist (I believe that is what they call him) for the people who do the recording, and he assured me that they will get in all the little comedy effects that they possibly can. I think we will wind up with a good score. Up to this moment I haven't received the suggestions that you were to send on. I explained to them that I expect them most any day now.

August 17, 1956.

Mr. D. W. Griffith

We hope to start recording "Way Down East" next Tuesday. Mr. Peters tells me that it has been quite a job to get this in shape owing to the cuts that were made and also replacing the various numbers, almost like writing a new score, but they are all hopped up and feel that they will have a very fine record when it is finished.

I have two or three other projects in the working, other than the producers, so be sure not to make any promises to anyone until all of them have had time to materialize.

Trusting this finds you enjoying the best of health, with all good wishes,

Sincerely yours,

Albert

AGG.w

August 18, 1928.

State Tax Commission,
Albany, N. Y.

Re: File No. A. 539280.

Gentlemen:

Enclosed herewith you will find our certified check in the amount of $1336.62; in full settlement of your bill for N. Y. State Franchise Tax for 1927.

Will you kindly acknowledge receipt of the enclosed and oblige

Yours very truly,

D. W. Griffith, Inc.

Asst. Treas.

cc/SS

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

H. H. T. MANNING, Secretary
T. C. ERWIN, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
Room 501 - 729 - 7th AVE.
[redacted]
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT [redacted]

August [illegible], 1926.

Miss G. M. Conway,
501 - 729 Seventh Avenue,
New York City.

Dear Miss Conway:

I am enclosing herewith bills amounting to $400.50 for copying "Way Down East" music score. The man has been hounding me since last Friday for the money, but I've been waiting for Mr. De Francesco to o.k. them. If you could have check for them today, I would appreciate it. I understand that some more bills will be coming through.

Yours sincerely,

D.W.G.

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

August 31st, 1928

Re: G & H Pictures Corporation

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Receipt is acknowledged of your check to our order for $500, to be applied on the account of the indebtedness of G & H Pictures Corporation.

As the undersigned stated to you a short while ago over the phone, the last two payments in this matter should have been $1000. each instead of $500. which would have liquidated the indebtedness by this time.

After giving you credit for your last check above mentioned, the principal balance due from the corporation is $567.16. Accrued interest as of Monday next amounts to $328.24. The attorneys fees, costs and disbursements in the matter amount to $100. We will thank you to let us have your check for $995.40 which will liquidate in full the balance of the indebtedness to us. Upon our receipt thereof, we will execute and deliver to you such papers as our attorneys deem necessary.

Yours very truly,

Harold H. Kaufman

Harold H. Kaufman,
Adjustment Department.

NEW YORK CITY OFFICE
[illegible] BROADWAY
NEW YORK
TEL. [illegible]

LAW OFFICES OF
WESLEY M. MESSERSMITH
[illegible] CHATSWORTH AVENUE
LARCHMONT, N. Y.
TELEPHONE LARCHMONT [illegible]

August [illegible], 1928

Mr. A. H. T. Hanshaf
[illegible] West 42nd Street
New York City

Dear Sir:

Re: S. M. M. CONVEYANCE

The title to the property under contract to Mr. Hanshaw was closed today, and I hasten to enclose herewith certified check of my client in the sum of $6510.86, representing $6500.00 principal and 22 days' interest from August 1st to August 22nd inclusive at 5%, $10.86.

I also enclose check for your fee for preparation of Release, $35.00.

Very truly yours,

Wesley M. Messersmith

M W

Acknowledge

UNITED ARTISTS (AUSTRALASIA) LTD

51 CASTLEREAGH STREET

SYDNEY

August 23rd, 1928.

Mr. Arthur W. Kelly,
Vice President & Treasurer,
In Charge of Foreign Distribution,
United Artists Corporation,
729 Seventh Avenue,
NEW YORK CITY, N.Y. U.S.A.

Dear Mr. Kelly:

re NEW SOUTH WALES 5/- IN THE £1 FILM TAX.

I am very pleased to confirm our cable of even date reading:-

"NEW SOUTH WALES FILM TAX RETROACTIVELY REDUCED TO THREE SHILLINGS IN POUND ON TWELVE AND HALF PERCENT OF TURNOVER STOP ADJUSTMENT AND REFUND TAX ALREADY PAID WILL BE MADE IN OCTOBER."

Hereunder is a copy of the letter received by our M.P.D.A. from the Premier of New South Wales:-

15th August, 1928.

"Sir Victor Wilson,
President,
Motion Picture Distributors of Australia,
3rd Floor, Dalton House,
115 Pitt Street,
Sydney.

Dear Sir,

re INCOME TAX (MANAGEMENT) AMENDMENT ACT, 1925
SECTION 18A.

Referring to your letter of the 1st instant, and to the interview which you previously had with me, I desire to inform you that the basis of settlement suggested in your letter, as follows:-

"1. Both sides to pay its own costs.

2. For the purpose of adjustment, an amount equal to 12½% of the gross sales to be regarded as taxable income at the company rate, and to be retained by the Department pending an inquiry by the Government as to a fair and equitable percentage of taxation.

3. All monies already paid to the Department in respect of years 1925, 1926 and 1927 by the individual companies in excess of the amount computed by the above formula to be returned and all guarantees released.

4. The above percentage of 12½% is not to create a precedent in any way nor prejudice the consideration of any future basis of taxation.

is acceptable to the Government, and instructions have been given to prepare the necessary legislation to give effect to it.

It will not be possible to make any refund or release any of the securities entered into until after the necessary legislation has been passed, but the Commissioner has been asked to take steps to deal with these matters immediately after Parliament has given its authority.

The Commissioner will also institute an inquiry to determine the percentage which should be adopted and if, by the time the necessary legislation is passed, this inquiry has not been finalised, arrangements will be made to make interim assessments, adopting 12½% as the basis. In accordance with the terms of settlement agreed to by you, this percentage will be subject to adjustment either way immediately a fair percentage has been determined by the inquiry.

Yours faithfully,

(Sgd.) T. R. Bavin,
PREMIER & COLONIAL TREASURER."

Item No. 1 means that the legal costs incurred by the Distributors in prosecuting the test cases will be borne by them, and the Government will pay the costs they have incurred in defending the Distributors' legal actions.

Item No. 2 sets out the basis of taxation that is applicable to the taxable years ending 30th June, 1925, 1926 and 1927. In

actual money this means the tax will be £1/17/6 on every £100 of film rentals earned in New South Wales during the taxable year. The old tax on £100 of film rentals on the basis of the producers receiving 50% of gross rentals was £12/10/-. The saving, therefore, between the old basis and the new is £10/12/6 in every £100 of rentals.

Item No. 3 refers to the refund of the difference between the new basis and the old where the actual tax has been paid, and the releasing of guarantees where this tax was not actually paid but a guarantee put up of an equivalent amount pending the outcome of litigation.

Item No. 4 refers to the point that we have held out on, namely - that even the 12½% basis is entirely unfair and it was up to the Government to hold an exhaustive inquiry and fix a rate of turnover based on equity and in accordance with the facts submitted.

You will note that the refunds cannot be made until Parliament meets again, which event will take place on the 11th September, therefore new legislation will probably be put through by October at the latest. As soon as this is done and our refunds received we will credit the various producers' accounts and remit them the money then due.

Take note of Exhibit — This should amount to several thousand dollars

It will be further noted that for the taxable year ending 30th June 1928 assessments will probably be made on the 12½% basis, but will be subject to adjustment if a lower rate is subsequently fixed after the Governmental inquiry.

Although not definitely stated in the Premier's letter, it is understood that in the event of a lower rate being fixed, a further refund will be made for the years 1925, 1926 and 1927.

In regard to the legal costs incurred by all parties, these are being borne by the Distributors concerned in the proportion each one's tax on the old basis bears to the whole. This is in accordance with instructions previously sent to all the Distributors after a conference was held in New York under the auspices of the Hays Organization.

We presume that when our share of the total costs is ascertained it will be in order to share it in the same proportions between the Australian Corporation and the Producer, as set out in your letter of July 2nd in relation to the actual tax itself. If we are wrong in this presumption, will you please advise us.

Yours very truly,
UNITED ARTISTS (A/asia) LTD.

(SGD) R. R. Doyle

RRD:MH. GENERAL MANAGER.

August 24, 1928

Mr. A. G. Robinson, Jr.,
Vice Pres., Larchmont National Bank & Trust Co.,
Larchmont, New York.

Dear Sir,

We are enclosing herewith check of D. W. G. Corporation to the order of D. W. Griffith, Inc., in the sum of $6,819.86.

Kindly deposit this in the D. W. Griffith, Incorporated account at the same rate of interest.

We are enclosing Book No. 8661, which kindly return to us after deposit has been taken care of.

Yours very truly,

AHTB KM
EMC.

Copy sent to Miss Conway.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. BANGHAM, Secretary
T. C. EMPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
Room 801 - 729 - 7th AVE.
[redacted]
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT [illegible]

August 24th, 1928.

Mr. E. W. Lindeman,
Representative Mr. D. W. Griffith,
729 Seventh Ave.,
New York City.

Dear Mr. Lindeman:

Referring to the two orders we have discussed several times - Elks Theatre at Rapid City, South Dakota and Deadwood Theatre, Deadwood, South Dakota, on THE BATTLE OF THE SEXES and THE LOVE SONG, these contracts should not be accepted, as it is Mr. Griffith's desire and also mine, to force DRUMS OF LOVE. That is the only advantage I can see in selling THE BATTLE OF THE SEXES and THE LOVE SONG so far in advance. If THE BATTLE OF THE SEXES is as good a picture as I think it is, after having seen it, it will sell itself after release. The same applies to THE LOVE SONG. I understand that they are contemplating spending a good deal of money on it. I have read the script; I have talked to Mr. Griffith about it, and I have every reason to believe that it will be an excellent picture, and inasmuch as pictures nowadays are based on their commercial value, I cannot see any particular advantage to the producer to take contracts so far ahead. Of course I realize that it is advantageous to the distributing organization, but I don't want them to do it at the producer's cost. Consequently, I can see no reason why we should accept these contracts.

Very truly yours,

A. Griffith Grey

P. S. You have failed to show me any correspondence where they have made any specific effort to sell DRUMS OF LOVE in these towns, which makes me believe that I am not wrong in rejecting these contracts.

Form 6-1931 1-8

INTER OFFICE RUSHGRAM

To Mr. E. Lindeman

From Mr. T. P. Mulrooney

Date August 25th, 1928

DRUMS OF LOVE.

ENGLAND:

As of August 11th - 643 contracts for £26,076 at 4.85 = $ 126,478.00

CONTINENTAL EUROPE:

FRANCE:
As of June 30th - 14 contracts for Fcs.55,000 at .0392 = $ 2,156.00

BELGIUM:
As of June 30th - 3 contracts for " 6,950 at .0279 = $ 194.00

GERMANY:
As of June 30th - 322 contracts for Mks.66,766 at .2389 = $ 15,950.00

ARGENTINE TERRITORY:

BUENOS AIRES BRANCH:
As of June 30th - 55 contracts for Ps. 64,050 at .4252 = $ 27, 234.00

ROSARIO BRANCH:
As of June 30th - Ps. 5,750 at .4252 = 2,445 .00

CRISTOBAL:-

As of July 28th - 5 contracts for $ 570.00

MEXICO:-

As of July 28th - 16 contracts for Ps.15,755 at .4540 = $ 7,153.00

AUSTRALIA:-

As of June 30th - 258 contracts for £2,978 at 4.87 = $ 14.503.00

186,683.00

TPM:WG

Form 6-0Bt 1-8

INTER OFFICE RUSHGRAM

To Mr. E. Lindeman

From Mr. T. P. Mulroney Date August 25th, 1938

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Gran Bretaña
Chile
Brasil
Perú
Paraguay

TPM:WG

Form 17A
U. S. Internal Revenue
Revised July, 1927 2-0487

NOTICE AND DEMAND FOR INCOME TAX

Rm-601-RRC

Notice is hereby given that there has been assessed against you the amount of tax stated below. Demand is hereby made for the immediate payment of said tax. If payment is not made within ten days after date of this notice, interest will accrue at the rate of 1 per cent per month, from the date shown below until the tax is paid.

To avoid interest at the rate of 1 per cent per month this tax must be paid within ten days from the date of this notice and demand to the Collector of Internal Revenue.

Date AUG 27 1928 at CUSTOM HOUSE, N. Y.

OLD BALANCE	DATE	TAX	AMOUNT PAID	BALANCE PAYABLE	REMARKS
		33.81 BK 2.18 35.99	1926 Add'l tax Int 3/15/27-4/19/28 Bal. due	35.99	

ALBERT L GREY
1476 BWAY RM 1107
1926 MY-51222 -1928

RETURN THIS FORM WITH REMITTANCE

Date .....
To the Collector of Internal Revenue:
I inclose herewith the sum of $ ..... in payment of the tax shown above.
Name .....
Address .....

COLLECTOR'S PAID STAMP

Form 17A
U. S. Internal Revenue
Revised July, 1927 2-0487

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Date AUG 27 1928 at CUSTOM HOUSE, N. Y.

OLD BALANCE	DATE	TAX	AMOUNT PAID	BALANCE PAYABLE	REMARKS
		96.99 BK 12.19 109.18	1925 Add'l tax Int 3/15/26-4/19/28 Bal. due	109.18	

ALBERT L GREY
1476 BWAY NYC RM 1107
1925 MY-51221-1928

RETURN THIS FORM WITH REMITTANCE

Date .....
To the Collector of Internal Revenue:
I inclose herewith the sum of $ ..... in payment of the tax shown above.
Name .....
Address .....

COLLECTOR'S PAID STAMP

Form 17A
U. S. Internal Revenue
Revised July, 1927 2—0487

NOTICE AND DEMAND FOR INCOME TAX

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To avoid interest at the rate of 1 per cent per month this tax must be paid within ten days from the date of this notice and demand to the Collector of Internal Revenue.

Date AUG 27 1928 at CUSTOM HOUSE, N. Y.

U. S. GOVERNMENT PRINTING OFFICE: 1927

OLD BALANCE	DATE	TAX	AMOUNT PAID	BALANCE PAYABLE	REMARKS
		223.92 BK 36.52 260.44	1924 Add'l tax Int 3/15/25-4/19/28 Bal. due	260.44	

ALBERT L GREY
1476 BWAY NYC RM 1107
1924 MY-51220 -1928

RETURN THIS FORM WITH REMITTANCE

Date .....
To the Collector of Internal Revenue:
I inclose herewith the sum of $ ..... in payment of the tax shown above.
Name .....
Address .....

COLLECTOR'S PAID STAMP

Aug 27th/26.

Dear Raymond:-

Some days ago, I received your wire, that I had requested you to send, relative to rejecting contracts on Battle Of The Sexes, and Love Song, in situations where Drums Of Love has not been sold.

Naturally there are situations come up where it is necessary that we do not adhere strictly to this, but in smaller towns especially I have been trying to get get a sale on Drums before accepting deals on the newer pictures.

On August 23rd, contracts came to me for Sexes and Love Song, from the towns of Deadwood S.D. and Rapid City S.D. and in each instance Drums remained unsold. I called this to the attention of the contract manager for the United Artists who referred the deals to Mr. Lightman, who wanted the contracts taken. I refused to accept them, and Mr. Lightman then questioned the right of a D.W. Griffith representative to reject contracts.

On Saturday morning Mr. Schenk sent for me and in uired into the deal, and I told him that there had been a wire sent some days ago to "try to sell Drums" but that the field man had not reported a reason of anykind as to why he could not sell Drums, and that it was Mr. Griffith's wish that the picture be sold in each town. etc.

Later I agreed to accept the deals, if Mr. Lightman would give me a memorandum to the effect that "the effort to sell Drums would be continued".

The point I want to bring out forcibaly is this:-these towns are in South Dakota and a long railroad fare from the exchange town which is Denver Colorado, and naturally the United Artists does not want to go to the expense of sending a man there again. However had the man been convinced that Sexes and Love Song contracts would not be accepted with Drums left out, he would have made every effort to sell it, and would have reported any circumstance as to why Drums could not be sold. And there was no such report. His attidude in the next town he visits and meets the same condition, will be- well they accepted a deal from Deadwood and Rapid City, so why not here- that is if he meets with any sales resistance.

Mr. Lightmans attidude is that he doubts the authority of a D.W. Griffith representative to reject contracts and that Mr. Griffiths contract with Mr. Schenk makes no provision for this. He, ho wever has said this to me personally, but not in the presence of Mr. Schenk.

Now is the time to get Drums Of Love in the towns where it remains unsold, as to let the picture be passed up now, with two new Griffith productions coming out, will mean Drums will never be sold. I main-

tain that in terms such as above mentioned it is still a comparatively new picture- it finished an engagement in the United Artists Theatre, Chicago, last month.

In Mr. Griffith's recent letter to Mr. Lightman, he stated that he wanted his representative to have the same authority etc. accorded other producer representatives. Naturally, the basis of this authority is the rejection of contracts- for one of many reasons. It might be insufficient rental terms, older pictures of that star or producer unsold in the town, undesirable playing time, or other reasons; but the fact remains that other representatives have authority of acceptance or rejection, the firm they represent taking the attitude that their representative will not reject any deal without he has very good reasons for doing so, which he can show at any time were his "business taken"and"rejected" records gone over.

I wish you and Mr. Griffith would have a talk with Mr. Schenk, when he reaches Los Angeles, have it thoroughly understood about Mr. Griffiths representatives rights according to their contract, as I'm sure Mr. Griffith is entitled to at least the "rejection of contracts" that all other producer representatives have the priveledge of. Then that should be written to Mr. Lightman very plainly, just exactly what Mr. Griffith and Mr. Schenk have in mind, not that "Mr. Griffith expects me to be accorded the same treatment as other pepresentatives" for his answer to that is that the "Griffith set up is different" etc., yet I'm friendly with other representatives, and they dont hesitate about "rejecting" a contract for a new picture of their star if there is an older one open, and they have the backing in this of their stars or producers they represent.

In asking you to have a definite understanding, that as Mr. Griffiths representative I can reject contracts, bear in mind that I'll have records in each and every instance that I do so, that you could call for the history of each case, at any time, and if there is reason to doubt my judgment, then hold me strictly accountable.

Jack Lloyd is leaving for the coast tomorrow, I think and I've explained to him personally, much better than I can write the situation, so take it up with him on his arrival.

My thought is that Drums does need "forcing" at this time- and NOW is the time to have that "force" used- when the men in the field are selling ALL the new productions, they can in the instance of most all the smaller towns use the weight of their entire program, to negotiate a sale. You will agree I'm sure, that in the past Mr. Griffiths productions have been used as the "force", so let us take a page from the book. Do bring this to the attention of Mr. Griffith, and May I suggest you call on Mr. Schenk with Mr. Griffith, for from your own experiences with the United Artists while you were here, you can readily understand how necessary it

is that there be a definite understanding, as the word will then go out to the men in the field, that Mr. Griffith means business and they in turn will not submit propositions with Drum left out, unless they can show good cause as to why they are doing so.

Please get me some definite action on this.

Sincerely,

AGREEMENT, Made this 27th day of August, 1926, between UNITED ARTISTS CORPORATION, a corporation of the State of Delaware, hereinafter called the "DISTRIBUTOR", and VICTOR TALKING MACHINE COMPANY, a corporation of the State of New Jersey, hereinafter called "VICTOR";

WHEREAS, VICTOR is engaged in the business of recording sound and manufacturing from original records of sound, matrices and other derivatives and duplicate commercial records for the reproduction of sound, and

WHEREAS, the DISTRIBUTOR is engaged in the business of distributing motion pictures with synchronized sound accompaniments, as well as motion pictures without such synchronized sound accompaniments, which motion pictures are produced and owned by persons or corporations other than the DISTRIBUTOR, and

WHEREAS, the DISTRIBUTOR as agent or representative of the producer, and/or owner, is often required to secure synchronized sound accompaniments to said motion pictures, and

WHEREAS, the DISTRIBUTOR desires to engage the facilities of VICTOR for the production of said synchronized sound accompaniments;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

FIRST

Except as herein provided, the DISTRIBUTOR agrees to use exclusively the facilities of VICTOR for the production of said synchronized sound accompaniments for all motion pictures for which the DISTRIBUTOR causes synchronized sound accompaniments to be made, unless the producer and/or owner of the motion picture causes other arrangements to be made.

SECOND

The DISTRIBUTOR agrees to use its best efforts to cause all producers and/or owners of motion pictures distributed by it, exclusively, to use the said facilities of VICTOR. The facilities to be furnished by VICTOR shall include the recording of sound in synchronism with each motion picture designated by the DISTRIBUTOR and/or the producer and/or the owner, the making of master matrices and other derivatives of recording made by VICTOR, or the distributor and the making and pressing of duplicate records from such matrices and/or derivatives. The DISTRIBUTOR at any time during the term of this contract, shall be free to make all such recordings, matrices, derivatives and duplicate records therefrom in studios owned, operated or controlled by it and/or its subsidiary companies.

THIRD

VICTOR will perform the services herein contemplated and furnish the facilities herein designated in connection with any designated motion picture production, but VICTOR shall be entitled to a reasonable notice to begin recording on any particular picture or production, three weeks or more, however, to be considered a reasonable notice.

FOURTH

The DISTRIBUTOR and VICTOR, in the case of each film for which synchronized sound accompaniment is made, will agree on the character and extent of recording.

VICTOR agrees to charge to DISTRIBUTOR and DISTRIBUTOR agrees to pay for all recordings and services ordered by it pursuant hereto upon productions with respect to which recordings may hereafter be made or have heretofore been made, a price consisting of the aggregate of the following items:

1. The cost of services of all artists, musicians or talent engaged in producing music or sounds.

2. All direct labor.

3. All direct material.

4. All direct expense.

5. A fair and reasonable charge for overhead distributed and allocated on similar basis as such overhead charges are distributed on similar and other products manufactured by VICTOR except no selling or advertising expenses added thereto, and based upon the

VICTOR business being reasonably near the average capacity of its plant and facilities for the period for which such charge is made.

6. Twenty per cent (20%) of the aggregate of the foregoing items to be charged as a profit on such operation.

VICTOR further agrees that the aggregate of all the items hereinbefore specified in this paragraph shall in no event exceed a total greater than the price charged by VICTOR to others for the same or similar recordings and/or services at the time such charge is made.

VICTOR agrees to furnish to DISTRIBUTOR quarterly statements of all charges made to DISTRIBUTOR pursuant hereto reasonably itemized and explained, and DISTRIBUTOR shall have the privilege of having such statements audited by Price, Waterhouse and Company or such other Certified Public Accountants as may regularly audit the books and accounts of VICTOR.

FIFTH

The royalties to be paid to the Electrical Research Products, Inc. for the use of the records and recordings made pursuant to this contract shall be paid by the DISTRIBUTOR. In the event that the DISTRIBUTOR exceeds the minimum amount of royalties that it is required under its contract to pay to the Electrical Research Products, Inc., it will then permit the said royalties to be paid by VICTOR, and the DISTRIBUTOR shall repay to VICTOR the amount of said royalties paid by VICTOR. No additional percentage shall be added thereto as provided

for in the previous paragraph.

SIXTH

VICTOR agrees

(a) To invoice the DISTRIBUTOR for service rendered and for records shipped on the DISTRIBUTOR'S orders as of the date of completion of such services or the shipment of such orders, and such invoices shall be payable net by the DISTRIBUTOR on the 10th day of the month following the date of the invoice.

(b) To allow the DISTRIBUTOR or the producer or owner of the motion picture the salvage value of records which are scrapped and returned by the DISTRIBUTOR, such allowance to be based on delivery f.o.b. Camden, N. J., or f.o.b. Oakland, California, and at the same rate per pound as VICTOR credits its own trade at the period when such scrapped records are returned. This allowance may fluctuate with any material change in the price of raw materials. The present allowance is thirteen cents (13¢) per pound f.o.b. Camden, New Jersey.

(c) To use the same care in handling and storing the original recordings, matrices and other derivatives as it exercises with respect to its own products of similar nature, at its own expense, and the DISTRIBUTOR at its own expense will insure same against loss or damage by fire if it so desires, it being understood that VICTOR does not insure its own products of similar nature.

(d) To deliver upon demand to the DISTRIBUTOR, upon

expiration of this agreement, for any reason whatsoever, f.o.b. point of storage, all matrices and other derivatives then in its possession. VICTOR shall not, without authorisation in writing from the DISTRIBUTOR, scrap any derivatives or original recordings, but it is understood, however, that VICTOR will on its own judgment from time to time destroy such pressing matrices as have become worn, defective or otherwise unsuitable for pressing records.

(e) To ship to the DISTRIBUTOR duplicate records at prices to be agreed upon, and no higher than prices charged by VICTOR to others than the DISTRIBUTOR for similar quantities on any one subject of similar length, as of the date of the order therefor, within fourteen (14) days after the DISTRIBUTOR shall notify VICTOR in writing of its requirement therefor and furnish shipping dates and directions therewith, and VICTOR agrees to make shipments promptly in pursuance of such orders.

(f) It is recognized that it is of supreme importance to the DISTRIBUTOR THAT records desired for shipment to its various branches, shall be promptly supplied in order that play dates involved in the use of such records may be in all cases adhered to. To this end the DISTRIBUTOR shall, following mutual approval of the recording, place its delivery orders not later than fourteen (14) days prior to the specified shipping date with respect to records of each new production, and not later than seven (7) days prior to shipping date with respect to records re-ordered of each old production,

and VICTOR agrees to make shipment in pursuance of such orders.

(g) It is mutually understood and agreed that VICTOR shall not be responsible for any loss or delay in the manufacture or delivery of records, due to strikes, riots, fire, war, insurrection, suspension of transportation facilities or failure of common carriers, or acts of God or other causes beyond their control.

SEVENTH

VICTOR agrees that all recordings made by it pursuant hereto shall be done with and by its most skilled employees available for such work, and shall be of a high-class quality so that the sound reproduced by the records made pursuant hereto shall accurately reproduce the sounds intended to be recorded with the same high-class quality and perfection of tone and accuracy of reproduction, as results from the best type of records made by VICTOR. VICTOR shall not be responsible to the DISTRIBUTOR forany defective or inferior recording which the DISTRIBUTOR may supply to VICTOR for duplication, or for the quality of the performance of any artists or musicians supplied by the DISTRIBUTOR in connection with such work. Should any question arise as to the responsibility for records considered defective, VICTOR shall have one or more representatives present at such tests as may be conducted to determine such responsibility. Records that may be actually determined to be defective in the manufacture of the record may be

rejected by the DISTRIBUTOR for full credit of the amount charged therefor.

EIGHTH

The DISTRIBUTOR will order from time to time such duplicate records of each of its productions as it may require. VICTOR agrees to keep same in stock to the end that prompt shipments can be made to the DISTRIBUTOR'S BRANCH exchange as the DISTRIBUTOR may require. In the absence of written instructions from the DISTRIBUTOR as to the number of records of any production to be carried in stock, VICTOR will maintain a stock of twenty-five (25) records of each master of such production. Shipment will be made by VICTOR as instructed by the DISTRIBUTOR on its orders, packed and shipped with any specific routing list given, in such manner as to secure the lowest transportation rates to point of delivery. All shipments will be made f.o.b. Camden, New Jersey or f.o.b. Oakland, California. Should the DISTRIBUTOR fail to place any substantial delivery orders against its stock orders of any given number or production during a period of six (6) months, VICTOR may at its option require the DISTRIBUTOR to place delivery orders promptly, or in lieu of receipt of delivery orders after such request, may present invoices charging the DISTRIBUTOR with the stock of such production on hand, in no event to exceed twenty-five (25) records of each master of any one production, except that the DISTRIBUTOR SHALL be charged with

such greater number of records as the DISTRIBUTOR shall have ordered to be carried in stock.

Upon the termination of this agreement by lapse of time, or otherwise, the DISTRIBUTOR will order the entire stock then being held for him, in no event to exceed twenty-five (25) records of each master of any one production, at prices in effect as of the original order date, except that the DISTRIBUTOR shall be charged with such greater number of records as the DISTRIBUTOR SHALL HAVE ORDERED TO be carried in stock.

NINTH

VICTOR agrees to waive any restrictions in contracts between VICTOR and artists or performers when and if the DISTRIBUTOR shall request such waiver in writing, to permit such artists or performers to make records for the DISTRIBUTOR and to be photographed synchronously therewith, and to permit the DISTRIBUTOR to use and distribute duplicate records of such recordings and positive copies of such motion pictures synchronously therewith, but solely for theatrical audience purposes in connection with motion pictures; provided that VICTOR shall not at the time specified require the services of such artists or performers.

The DISTRIBUTOR agrees to waive any legal restriction against the recording of sound by any artists or performers employed by it in behalf of VICTOR (but this provision does not apply to artists and performers employed by producers

whose motion pictures are distributed by the DISTRIBUTOR, which artists and performers are not under contract direct with the DISTRIBUTOR) upon the written request of VICTOR therefor ; provided that the DISTRIBUTOR shall not then require the services of such artists or performers; and provided further that VICTOR shall use the services of such artists or performers solely for the recording of sound for duplication in commercial records not synchronized with motion pictures or intended or designed for use for theatrical audience purposes in connection with motion pictures. If VICTOR request it, the distributor agrees to assist in securing a similar waiver from the producers or owners of the motion pictures for which synchronized sound records are being made by VICTOR and which motion pictures are being distributed by the DISTRIBUTOR. VICTOR shall not be required to waive restrictions in favor of a producer whose motion pictures are being distributed by the DISTRIBUTOR, when such said producer does not reciprocately waive on artists under contract to it in favor of VICTOR.

It is agreed that either party thus securing the services of an artist or performer under contractwith the other, shall announce that such artist or performer appears by courtesy of the other, - the DISTRIBUTOR on the film in which such artist or performer shall be photographed, and VICTOR on the duplicate records of the recordings made by such artist or performer.

TENTH

It is understood that the records and recordings made pursuant hereto shall be used by the DISTRIBUTOR only in territories where the DISTRIBUTOR shall be licensed by Electrical Research Products, Inc. to reproduce sound or to license others to reproduce sound by the use of such records. Should the DISTRIBUTOR desire the making of records of the type hereby contemplated in countries other than the United States, VICTOR agrees to assist the DISTRIBUTOR in negotiating with the subsidiary or affiliated companies of VICTOR for the making of such recordings and records; but the DISTRIBUTOR shall be free to contract with others in such countries.

ELEVENTH

Title to master matrices (it being understood that the making of a master matrix destroys the original recording) and title to any and all derivatives therefrom, shall remain vested in the DISTRIBUTOR or in the producer or owner of the motion picture production, and shall include the intellectual property involved in the recorded production as well as the physical property. VICTOR shall not without written permission from the DISTRIBUTOR manufacture from any master matrix or derivative, commercial records except as provided for in this agreement. Notwithstanding this provision, however, it is understood that VICTOR will contribute the incidental sound

effects (other than musical scores) to certain productions and shall have the right to contribute and use such incidental sound effects (other than musical scores) with other productions of other producers.

TWELFTH

VICTOR agrees that any more advantageous provision relative to the subject matter of this contract contained in any similar contract entered into with any other producer and/or distributor of motion pictures in the United States of America, during the period of this contract, which provision the DISTRIBUTOR may deem more advantageous to the distributor, shall become part of this contract upon the election of the DISTRIBUTOR, and VICTOR shall make known to the DISTRIBUTOR promptly any such more advantageous provision contained in its contracts with any other producer or producers, distributor or distributors of motion pictures in the United States of America.

THIRTEENTH

If any controversy arises between the parties to this agreement relating to the performance or non-performance of the obligations of either or both of the parties hereto, such controversy shall be submitted to arbitration. The parties shall each select one arbitrator and the two arbitrators shall select a third arbitrator, and all proceedings shall be in strict conformity with the provisions of the laws of the State of New York

FOURTEENTH

The term of this contract shall be five (5) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

UNITED ARTISTS CORPORATION

By JOSEPH M. SCHENCK

VICTOR TALKING MACHINE COMPANY

By E E SHUMAKER

ATTEST:

Edward K. MacEwan
Secretary

UNITED ARTISTS CORPORATION

EXCHANGE HEADQUARTERS AND SALES AND OFFICE MANAGERS

AS OF AUGUST 29th, 1926

DISTRICT #1

DISTRICT SALES MANAGER - L. J. SCHLAIFER

BOSTON, MASS. 13-19 Stanhope Street	BRANCH SALES MANAGER - H.E.LOTZ Office Manager - Abe Weiner
BUFFALO N. Y. 505 Pearl Street	BRANCH SALES MANAGER - GEO. MOESER Office Manager - John A.Bykowski
NEW HAVEN, CONN. 134 Meadow Street	BRANCH SALES MANAGER - CHAS. STERN Office Manager - Mary O'Brien
NEW YORK, N. Y. 729 Seventh Avenue	BRANCH SALES MANAGER - MOE STREIMER Office Manager - Nat Beier
PHILADELPHIA, PA. 1235 Vine Street	BRANCH SALES MANAGER - JACK VON TILZER Office Manager - H. G. Bodkin
PORTLAND, ME. 614 Fidelity Bldg.	BRANCH SALES MANAGER - M. J. GARRITY Office Manager -

DISTRICT #2

DISTRICT SALES MANAGER -

ATLANTA, GA. 154 Walton Street	BRANCH SALES MANAGER - W.C.CARMICHAEL Office Manager - V.W.Castleberry
CHARLOTTE, N.C. 224 W. 2nd Street	BRANCH SALES MANAGER - C.E.PEPPIATT Office Manager - Irene Leake
WASHINGTON, D. C. 916 G.Street,N.W. Room 702	BRANCH SALES MANAGER - J.E.LUCKETT Office Manager - F. E. Dyer

DISTRICT #3

DISTRICT SALES MANAGER - HARRY L. GOLD

CINCINNATI, OHIO 503 Sway. Film Bldg.	BRANCH SALES MANAGER - JOE LEVY Office Manager - Mrs. H. M. Youngheart
CLEVELAND, OHIO 1611 E. 21st Street	BRANCH SALES MANAGER - HARRY W. DODGE Office Manager - Esther Goldberg
DETROIT, MICH. 2310 Cass Ave., Room 422	BRANCH SALES MANAGER - J. D. GOLDHAR Office Manager - Charles Simons
PITTSBURGH, PA. 1014-16 Forbes Street Uptown P. O.	BRANCH SALES MANAGER - B. M. STEARN Office Manager - Mrs. A. S. Ziegler

DISTRICT #4

DISTRICT SALES MANAGER - WM. ROSENTHAL

CHICAGO, ILL. 804 So. Wabash Avenue	BRANCH SALES MANAGER - J. S. ABROSE Office Manager - Fred Martin
INDIANAPOLIS, IND. 408 N. Illinois St.	BRANCH SALES MANAGER - OSCAR KUSCHNER Office Manager - Elmer McKinley
MINNEAPOLIS, MINN. 503 Loeb Arcade Bldg.	BRANCH SALES MANAGER - S. RESNICK Office Manager - Glen Jastram
OMAHA, NEBR. 1508 Davenport Street	BRANCH SALES MANAGER - D. V. MCLUCAS Office Manager - F. Hannon

DISTRICT # 5

DISTRICT SALES MANAGER - ARTHUR S. KANE

DALLAS, TEXAS 308 So. Harwood St.	BRANCH SALES MANAGER - RALPH MORROW Office Manager - Doak Roberts
KANSAS CITY, MO. 1706 Baltimore Ave.	BRANCH SALES MANAGER - WM. E. TRUOG Office Manager - Leo J. Doty
NEW ORLEANS, LA. 1125 Girod Street	BRANCH SALES MANAGER - H. C. MORROW Office Manager - Max Heine
ST. LOUIS, MO. 3328 Olive Street	BRANCH SALES MANAGER - MANNIE GOTTLIEB Office Manager - Geo. McBride

DISTRICT #6

DISTRICT SALES MANAGER - DAVID BERSHON

DENVER, COLO., 2065 Broadway	BRANCH SALES MANAGER - S.D.PERKINS Office Manager - L. R. Hobson
LOS ANGELES, CALIF. 1966 So.Vermont Ave.	BRANCH SALES MANAGER - G.S.SUNDERSON Office Manager -
SALT LAKE CITY, UTAH 254 E.1st So. Street	BRANCH SALES MANAGER - FREDERIC GAGE Office Manager - J. E. Madsen
SAN FRANCISCO, CALIF. 229 Golden Gate Ave.	BRANCH SALES MANAGER - KENNETH HODKINSON Office Manager - Carl. D. Wilton
SEATTLE, WASH. 2403 Second Avenue	BRANCH SALES MANAGER - D.J.McNERNEY Office Manager - H. Harden

DISTRICT #7

DISTRICT SALES MANAGER - H. M.MASTERS

CALGARY, ALTA. Traders Bldg.	BRANCH SALES MANAGER - JOS. MYERS
MONTREAL, QUE. 12 Mayor Street	BRANCH SALES MANAGER - A. J. JEFFERY Office Manager -
ST. JOHN, N. B. 162 Union Street	BRANCH SALES MANAGER - NATHAN ROSS
TORONTO, ONT. Hermant Bldg. 21 Wilton Square	BRANCH SALES MANAGER - S. GLAZER Office Manager - H. Kohen
VANCOUVER, B. C. Film Exch. Bldg.	BRANCH SALES MANAGER - M. C. HILL
WINNIPEG, MAN. 403 Film Exch. Bldg.	BRANCH SALES MANAGER - JOS. CANTOR

NOTE: ALL CANADIAN MAIL TO BE ADDRESSED TO MR. MASTERS AT TORONTO

September 26th, 1924.

PERSONNEL CHANGE

Please be advised that Mr. J. D. Reilly is now Sales Manager at our Buffalo Exchange succeeding Mr. George Moeser.

Morris Wilcox
Office Manager

September 14th, 1926.

PERSONNEL CHANGES

Please be advised that Mr. S. Jacobs is now Sales Manager of the St. John Office, succeeding N. Ross,

Mr. A. H. Fischer, is now Sales Manager of Chicago succeeding Mr. J. S. Abrose.

Mr. Russell Egner is now Sales Manager of San Francisco succeeding Mr. Kenneth Hodkinson.

Norris Wilcox
Office Manager

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM

139 BROADWAY
NEW YORK, N.Y.

August 29, 1928.

Re: G & H Pictures Corp.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

This will acknowledge receipt of your communication of the 27th instant with its enclosure of check for $500. to be applied on account of the indebtedness of G & H Pictures Corp.

We are requesting our attorneys to prepare the papers referred to in your communication and shall expect to be in receipt of your final payment on Monday next.

Yours very truly,

Harold H Kaufman

Harold H. Kaufman
Adjustment Dept.

D. W. GRIFFITH, President
A. GRIFFITH GREY, Vice President

A. H. T. SANDHAC, Secretary
T. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

GENERAL OFFICES
Room 801 - 729 - 7th AVE.
[redacted]
NEW YORK CITY, N. Y.

TELEPHONE
BRYANT [illegible]

August 30, 1926.

Mr. A. Griffith Grey,
Paramount Building,
New York, N. Y.

Dear Mr. Grey,

The enclosed bills from the Department of Internal Revenue represent additional charges and interest on your income tax for the years, 1924, 1925 and 1926.

These charges represent dividends paid to you by the Educational Pictures, Inc. as reported by them to the Internal Revenue Department. These dividends were not included in your income tax report for the reason that I knew nothing of their receipt at the time.

The various persons handling this matter at the Customs House have been very courteous regarding it and I would, therefore, appreciate it if you will send me a check as soon as possible so that I may send it to them and clear this up. Will you please return all the bills to me when you are sending check.

Many thanks and kindest regards,

Sincerely,

D. W. Griffith

SUPREME COURT : NEW YORK COUNTY.

MANUFACTURERS TRUST COMPANY,

Plaintiff,

-against-

G. & H. PICTURES CORPORATION,
DAVID W. GRIFFITH, ALBERT L.
GREY and ALMAH F. GREY,

Defendants.

IT IS HEREBY STIPULATED, CONSENTED AND AGREED that the above entitled action be and the same is hereby discontinued without costs to either party as against the other and that an order to this effect may be entered by either party without notice.

Dated, New York, August , 1928.

Jonas and Kenlong
Attorneys for plaintiff.

Albert H. Barry
Attorney for defendants.

Western District Number

UNITED ARTISTS
UNITED ACTION

Published twice a month in the interest of the Employees of United Artists Corporation

Vol. I No. 21 August

Kenneth Hodkinson
Sales Manager
San Francisco

David Bershon
District Sales Manager

Guy S. Gunderson
Sales Manager
Los Angeles

Fred Gage
Sales Mgr.
Salt Lake City

D. J. McNerney
Sales Manager
Seattle

S. D. Perkins
Sales Mgr.
Denver

THE BIG SIX OF DISTRICT SIX

From the Rocky Mountains west to the Pacific Coast—across two thousand miles of the Pacific to the Hawaiian Islands—from Alaska in the extreme North and the Canadian Border down to the Mexican Border—that is District No. 6. And here are the leaders of the Western field force—out in the great open space—where men are men—and where United Artists' pictures reign supreme.

Three Pictures on Which I Stand Pat

By Samuel Goldwyn

I look for the most successful sales season of my career as you boys start to sell "TWO LOVERS," "THE AWAKENING" and "THE RESCUE."

We have a policy in United Artists that no picture is to be started unless we are convinced that it is going to be a good picture.

"TWO LOVERS," "THE AWAKENING" and "THE RESCUE" were bought as stories only when we were sure that they were real entertainment—and that they were proper vehicles for such popular and valuable personalities as Ronald Colman and Vilma Banky.

Once bought, we made them slowly, carefully distilling out of each one the last bit of audience values.

"TWO LOVERS," for instance, has been finished for some time. I could have given it to you last spring. It is a great romance, a fitting end to the co-starring successes of Ronald Colman and Vilma Banky. But sound synchronization has developed by leaps and bounds within the past months. Therefore, at considerable cost to myself, I withheld "TWO LOVERS" from release so that it could be the first United Artists picture with full synchronized music and sound effects.

You had a great picture in "TWO LOVERS" without sound. With synchronized accompaniment you have added sales arguments of special importance at this time when the public's attention is focused on sound pictures.

"THE AWAKENING" is the first individual picture for Vilma Banky. It was written by Frances Marion, author of "STELLA DALLAS" and others of the best pictures we have ever had. The public loves Vilma Banky in great love stories—and "THE AWAKENING" is the romance we picked after a search of six months, and the reading of every story on which we could lay our hands.

Many people have written to ask why I broke up the co-starring combination of Banky and Colman, but I know that no such question has entered the mind of any United Artists' salesman. It stands to reason that two great pairs of lovers are better than one—and in Vilma Banky and Walter Byron for "THE AWAKENING" and Ronald Colman and Lily Damita for "THE RESCUE" we have new assets of great value.

Vilma Banky and Walter Byron are such a hit in "THE AWAKENING" that every producer in the business has tried to borrow Byron from us.

Banky was never so beautiful and so convincing as she is in this story. It is by far the finest thing she has done and a perfect start for her career as an individual star. "THE RESCUE" would be a great attraction for you if it were to be announced only as a sea story by Joseph Conrad. For widespread popularity, Conrad stands head and shoulders above all twentieth century authors. With Colman as the star of a Conrad story you have an exceptional attraction.

We had a terrific time getting "THE RESCUE" ahead of the producers who were bidding against us. When you see it you're going to be very glad we were successful. Conrad spent twenty years in writing this story—and of all his novels it was his favorite. "THE RESCUE" will be a sensation!

Critics have said of Samuel Goldwyn productions that they are "outstanding for consistent success." Since I have been an independent producer I have never tried to "get by" with an inferior story. I start a picture only when I know it's going to be good. That's the way "STELLA DALLAS," "THE WINNING OF BARBARA WORTH," "THE DARK ANGEL," "THE MAGIC FLAME" and "THE NIGHT OF LOVE" were made. That's the way I've made the three you're getting this year. Besides great stories and great stars, the three for 1928 were made by three of the industry's greatest directors. Fred Niblo filmed "TWO LOVERS," Victor Fleming, "THE AWAKENING," and Herbert Brenon, "THE RESCUE." Brenon was named "the most successful director of 1927" by *Film Daily's* poll of critics.

The 1928 Samuel Goldwyn product is offered with the conviction that the three pictures are the best that money, brains and proper application of time could produce.

Here I Promise One Picture With Real Entertainment

By D. W. Griffith

The function of a producer is to make pictures, not to praise them. Any undue words of self-laudation might be misunderstood, as in talking about "THE BATTLE OF THE SEXES." I will stick to the absolute truth and let you put in the ornamental adjectives.

In its dramatic fundamentals alone, this picture is one that should appeal to the majority of people; it is a story of the sort of home life we all know—with some of its joys and some of its pains.

Condensed to its elements, the plot centers about the activities of the most modern of gold diggers in a ruthless campaign to estrange a staid, middle-aged man from his family. She succeeds and the man's family feels the full weight of the blow.

I sincerely believe this is a situation that has been enacted in millions of families and one that confronts many millions more. Only the other day I read a report by the New York Bureau of Social Hygiene which contained the astonishing information that an average of twenty-nine husbands and forty-one wives out of a hundred continued romances with others after they were married. The subject matter of "THE BATTLE OF THE SEXES," therefore, is vital.

Particularly do I want to stress the broad humor of this picture. Three previews were arranged in the Los Angeles territory and at every showing the audiences were convulsed with laughter for fifty-eight solid minutes. I am not exaggerating. Critics were universal in praising it.

As I see it, the picture should be sold on its promise of real entertainment, although it should not be forgotten that its theme is the most important one in life—the eternal struggle of the sexes for supremacy.

In the old days—thirteen years ago—the original "THE BATTLE OF THE SEXES" was hailed as one of the greatest box-office pictures ever made. It was, I believe, the first screen play to last more than a week at any theatre. In Chicago it ran sixteen consecutive weeks at one house. Not bad!

The modern version is so much greater that there is no comparison. Then consider this cast: Jean Hersholt, Phyllis Haver, Belle Bennett, Don Alvarado, Sally O'Neil and William Bakewell.